

To Mayor Larry Lees

We the members of Mayes County Disabled American Veterans # 43 wish to express our most sincere gratitude to Chief Nichols and the men and women of the Pryor police department.

Without their assistance we would not have been able to participate in the most recent veterans days and activities. Each and every member from the Chief on down were highly professional, friendly and extremely competent. Their assistance was above and beyond the normal expectations of duty requirements.

We cannot begin to express our thanks and respect.

Members Of Mayes County DAV CHAPTER #43

Elwood Powell Sr. Vice Commander



November 20, 2020

City of Pryor Creek
12 North Rowe Street
Pryor, OK 74362

**RE: Drainage Improvements Various Locations
PRY 19-05**

Dear Mayor and Council,

The Drainage Improvement at Various Locations project bids were received and opened on November 12 2020 at 2:00 pm in the council chambers of City Hall. There were two bidders on the project. (See the attached Bid Tabulation for a detailed breakdown of each bid). The lowest responsive bidder was Envision Civil Contractors, LLC, Claremore, Oklahoma at a bid of \$291,072.60 for both Schedules.

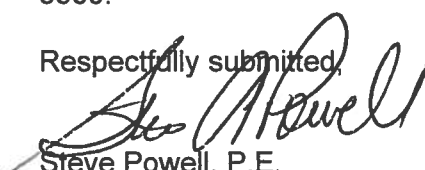
Envision Civil Contractors, LLC has the experience and manpower to undertake these two drainage improvement projects as proposed in the plan documents.

Our recommendation is to

1. Award the contract to Envision Civil Contractors, LLC for \$291,072.60 and execute the Notice of Award
2. A notice of Award as included herein for your use.
3. The council should authorize the Mayor to enter into an agreement with the selected contractor when presented with a contract for the amount herein stated.

If you have any questions concerning this project, please do not hesitate to contact us at (918) 664-5500.

Respectfully submitted,


Steve Powell, P.E.
Project Manager
Project # PRY 19-05

NOTICE OF AWARD

TO: Envision Civil Contractors, LLC
20125 Mockingbird Lane E.
Claremore, OK. 74019

Project Description: DRAINAGE IMPROVEMENTS – VARIOUS LOCATION

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated November 12th, 2020 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:

Two Hundred Ninety-One Thousand and Seventy-Two Dollars and Sixty Cents
(\$291,072.60)

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2020.

CITY OF PRYOR CREEK
OWNER

By: _____
Larry Lees
Title: MAYOR

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, 2020.

By: _____ Title: _____

CONTRACT

This Contract, made and entered into by and between: Envision Civil Contractor, LLC, Claremore, OK. an Oklahoma Limited Liability Company, as Party of the First Part, herein after designated as the CONTRACTOR and CITY OF PRYOR CREEK, as Party of the Second Part, hereinafter designated as the OWNER.

WITNESSETH: That whereas the said Contractor is the lowest and best bidder for:

DRAINAGE IMPROVEMENTS – VARIOUS LOCATIONS

for the total bid price as accepted of: Two Hundred Ninety-One Thousand and Seventy-Two Dollars and Sixty Cents (\$291,072.60).

NOW, THEREFORE, the said Contractor for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner, and on file in the office of the Engineer Infrastructure Solutions Group, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within 150 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 9 of the Special Conditions.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, and that upon final completion of this contract work, the Contractor will receive the full compensation payment, according to the schedule of prices as contained in his bid as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

The Notice to Bidders, the Information for Bidders, the General and Special Conditions of the Agreement and the Contractor's Bid Proposal, each of said instruments on file in the office of the Engineer, Infrastructure Solutions Group, are hereby referred to and by reference thereto are made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the ____ day of _____, 2020.

SEAL

ATTEST

(Signature)

Title: _____

Contractor

(Signature)

By: _____

Title: _____

SEAL

ATTEST:

(Signature)

Title: _____

CITY OF PRYOR CREEK

Owner

(Signature)

By: LARRY LEES

Title: MAYOR



**BID TABULATION
CITY OF PRYOR
DRAINAGE IMPROVEMENTS VARIOUS LOCATIONS
11/12/2020 2:00 PM**



				ENGINEER'S ESTIMATE		ENVISION CIVIL CONTRACTORS, LLC CLAREMORE, OK.		MJM CONSTRUCTION & APPLICATION, LLC INOLA, OK.	
BID ITEM	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE I - NE 3RD STREET AND EASTMANOR ST. STORM SEWER									
1	SOLID SLAB SODDING	SF	3000	\$ 2.50	\$ 7,500.00	\$ 0.45	\$ 1,350.00	\$ 4.00	\$ 12,000.00
2	AGGREGATE BACKFILL	TON	140	\$ 25.00	\$ 3,500.00	\$ 21.00	\$ 2,940.00	\$ 40.00	\$ 5,600.00
3	CLASS A CONCRETE	CY	62	\$ 150.00	\$ 9,300.00	\$ 402.00	\$ 24,924.00	\$ 500.00	\$ 31,000.00
4	CLEARING & GRUBBING	L.S.	1	\$ 1,500.00	\$ 1,500.00	\$ 2,990.00	\$ 2,990.00	\$ 25,000.00	\$ 25,000.00
5	24" STD DROP INLET, DES. NO. 2	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 2,521.00	\$ 2,521.00	\$ 10,000.00	\$ 10,000.00
6	DGDI NO.2 INLET	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,521.00	\$ 5,042.00	\$ 10,000.00	\$ 20,000.00
7	DGDI NO.2 INLET W/ ACCESS MH	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 7,897.00	\$ 7,897.00	\$ 15,000.00	\$ 15,000.00
8	DGDI NO.2 INLET W/ 8 ADD THROATS	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 10,682.00	\$ 10,682.00	\$ 15,000.00	\$ 15,000.00
9	DGDI NO.2 INLET W/ 8 ADD THROATS W/ ACCESS MH	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 13,533.00	\$ 13,533.00	\$ 18,000.00	\$ 18,000.00
10	4' ID MANHOLE	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,775.00	\$ 3,775.00	\$ 7,000.00	\$ 7,000.00
11	5' ID MANHOLE	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 6,558.00	\$ 19,674.00	\$ 8,000.00	\$ 24,000.00
12	24" HDPE, CLASS III, INCLUDE EXC AND STD BACKFILL	LF	105	\$ 80.00	\$ 8,400.00	\$ 87.00	\$ 9,135.00	\$ 120.00	\$ 12,600.00
13	24" RCP, CLASS III, INCLUDE EXC AND STD BACKFILL	LF	160	\$ 80.00	\$ 12,800.00	\$ 69.00	\$ 11,040.00	\$ 150.00	\$ 24,000.00
14	30" RCP, CLASS III, INCLUDE EXC AND STD BACKFILL	LF	30	\$ 80.00	\$ 2,400.00	\$ 86.00	\$ 2,580.00	\$ 200.00	\$ 6,000.00
15	36" HDPE, CLASS III, INCLUDE EXC AND STD BACKFILL	LF	405	\$ 95.00	\$ 38,475.00	\$ 100.00	\$ 40,500.00	\$ 140.00	\$ 56,700.00
16	36" RCP, CLASS III, INCLUDE EXC AND STD BACKFILL	LF	90	\$ 100.00	\$ 9,000.00	\$ 98.00	\$ 8,820.00	\$ 200.00	\$ 18,000.00
17	INLET PROTECTION, IN PLACE	EA	1	\$ 500.00	\$ 500.00	\$ 325.00	\$ 325.00	\$ 1,200.00	\$ 1,200.00
18	SAW CUT PAVEMENT	LF	710	\$ 10.00	\$ 7,100.00	\$ 2.60	\$ 1,846.00	\$ 8.00	\$ 5,680.00
19	REMOVE & REPLACE 4' CHAIN LINK FENCE	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,250.00	\$ 3,250.00	\$ 4,000.00	\$ 4,000.00
20	REMOVE 30" RCP AND 5 INLETS	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,392.00	\$ 2,392.00	\$ 25,000.00	\$ 25,000.00
21	TYPE IA RIPRAP (18" MIN.) W/ FILTER FABRIC	SF	400	\$ 12.56	\$ 5,025.00	\$ 7.65	\$ 3,060.00	\$ 20.00	\$ 8,000.00
TOTAL SCHEDULE I					\$ 155,000.00		\$ 178,276.00		\$ 343,780.00
SCHEDULE II - SE 14TH AND FAIRLAND DRAINAGE STORM SEWER									
1	WEST GABION A WITH FILTER FABRIC, IN PLACE	SF	548	\$ 70.00	\$ 38,360.00	\$ 42.60	\$ 23,344.80	\$ 65.00	\$ 35,620.00
2	WEST GABION B WITH FILTER FABRIC, IN PLACE	SF	163	\$ 70.00	\$ 11,410.00	\$ 42.60	\$ 6,943.80	\$ 65.00	\$ 10,595.00
3	EAST GABION WITH FILTER FABRIC, IN PLACE	SF	598	\$ 80.00	\$ 47,840.00	\$ 42.60	\$ 25,474.80	\$ 65.00	\$ 38,870.00
4	RIPRAP, TYPE 2, IN PLACE	CY	27	\$ 12.56	\$ 339.12	\$ 51.25	\$ 1,383.75	\$ 500.00	\$ 13,500.00
5	SAND, IN PLACE	CY	9	\$ 80.00	\$ 720.00	\$ 66.80	\$ 601.20	\$ 100.00	\$ 900.00
6	8 INCH DIP, CL 53 SEWER LINE, IN PLACE	LF	80	\$ 150.00	\$ 12,000.00	\$ 128.65	\$ 10,292.00	\$ 120.00	\$ 9,600.00
7	CONCRETE ENCASEMENT, IN PLACE	LF	20	\$ 200.00	\$ 4,000.00	\$ 193.25	\$ 3,865.00	\$ 100.00	\$ 2,000.00
8	4" x 12' CONCRETE FLUME, IN PLACE	CY	8	\$ 15.00	\$ 120.00	\$ 206.50	\$ 1,652.00	\$ 500.00	\$ 4,000.00
9	EXCAVATION & BACKFILL	CY	550	\$ 22.00	\$ 12,100.00	\$ 42.00	\$ 23,100.00	\$ 50.00	\$ 27,500.00
10	8" DIP TO VCP, IN PLACE	EA	1	\$ 500.00	\$ 500.00	\$ 435.50	\$ 435.50	\$ 2,500.00	\$ 2,500.00
11	CHAIN LINK FENCE, IN PLACE	LF	448	\$ 30.00	\$ 13,440.00	\$ 32.50	\$ 14,560.00	\$ 50.00	\$ 22,400.00
12	WATER TIGHT MH EXPANSION LINK-SEAL GASKET, IN PLACE	EA	3	\$ 1,390.29	\$ 4,170.88	\$ 381.25	\$ 1,143.75	\$ 800.00	\$ 2,400.00
TOTAL SCHEDULE II					\$ 145,000.00		\$ 112,796.60		\$ 169,885.00
TOTAL SCH. I + SCH. II PROJECT TOTAL BID					\$ 300,000.00		\$ 291,072.60		\$ 513,665.00



CERTIFIED AS TRUE AND CORRECT:

INFRASTRUCTURE SOLUTIONS GROUP, LLC

Steve Powell
Steve Powell, P.E.



Master Subscription Agreement

CSI Software Spectrum^{NG} Cloud Services

This Master Subscription Agreement ("Agreement") is made as of the Effective Date by and between CSI SOFTWARE INC., a Texas corporation ("CSI") and City of Pique Creek, a governmental agency ("Customer"). In consideration of the mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows: **LEGAL NAME, EXISTENCE AND GOOD STANDING OF CUSTOMER TO BE CONFIRMED PRIOR TO EXECUTION BY CSI**

1. DEFINITIONS

1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "Agreement" means this CSI Spectrum^{NG} Master Subscription Agreement and the attached Proposal, which Proposal is hereby incorporated by reference. In the event of any conflict between the terms of this Agreement and the Proposal or any additional incorporated document, the terms of this Agreement shall control.

1.3 "Customer Data" means all electronic data or information submitted by Customer to the Purchased Services.

1.4 "Documentation" means user manuals, technical manuals and any other materials provided by CSI, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Services.

1.5 "Effective Date" means the date that this Agreement was executed by CSI, as established by the date below the signature of CSI affixed to this Agreement.

1.6 "Error" means any failure of the Services to materially conform to, or operate in material conformance with, the Documentation.

1.7 "Events of Force Majeure" means any cause beyond CSI's reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CSI's employees), Internet service provider failures or delays, or denial of service attacks.

1.8 "Go-Live Date" means the date that Customer begins to use the Services in the operation of its business. This is set forth in the implementation plan and generally takes place during the final consultation session.

1.9 "Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases, (d) trade secrets and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law, regulations or rules in any jurisdiction throughout the world.

1.10 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.11 "Proposal" means the document(s) that sets forth pricing hereunder, including addenda thereto, that are entered into between Customer and CSI from time to time, including addenda and supplements thereto. The initial Proposal shall be deemed incorporated herein by reference and is attached hereto as Appendix A.

1.12 "Purchased Services" means Services that Customer purchases under this Agreement, including online access to the CSI Spectrum^{NG} application, Online Services (OLS), credit card processing gateways, and customer technical support.

1.13 "Services" means the products, documentation, and services that are set forth in the Proposal, ordered by Customer, and made available by CSI online via the customer login link at <https://customer-name.spectrumng.net> and/or other web pages designated by CSI, including associated offline components, as described in the User Guide. "Services" shall not be deemed to include any non-CSI products or systems including local ISP's, Customer credit card processing platforms (not CSI's gateway), and any services not specifically available via <https://customer-name.spectrumng.net>.

1.14 "Subscription Term" means the number of months that Customer has contracted with CSI per this Agreement to provide the Services. The initial Subscription Term shall begin on the day that the Services set forth in the Proposal are made available to Customer via the Internet and Customer is provided the credentials to connect to the Services via the local CSI client and Customer's Internet service provider from a computer located in a Customer facility (the "Subscription Term Commencement Date"). The Subscription Term shall continue for the number of months set forth in Section 9.1 hereof. Each renewal Subscription Term shall begin on the first day following the last day of the initial Subscription Term or the then current renewal Subscription Term, as applicable, and shall continue for the numbers of months set forth in Section 9.1 hereof.

1.15 "User Guide" means the online user guide for the Services, accessible at <https://customer-name.spectrumng.net>, as updated from time to time.

1.16 "Users" means individuals who are authorized by Customer to use the Services, for whom subscriptions have been ordered, and who have been supplied user identifications and passwords by Customer. Users may include but are not limited to Customer employees, consultants, contractors and agents, and third parties with whom Customer transacts business. CSI provides the Services in the form of concurrent users meaning a number of users that are provided access to the software at a specific time at a specific location(s) or site(s).

2. PURCHASED SERVICES

2.1 **Provision of Purchased Services.** CSI shall make the Purchased Services available to Customer pursuant to this Agreement and the Proposal during the applicable Subscription Term. Customer agrees that Customer's obligations hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by CSI regarding future functionality or features.

2.2 **User Subscriptions.** Unless otherwise specified in the Proposal, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable Subscription Term at the same pricing as then applicable for the existing User subscriptions hereunder, prorated for the remainder of the applicable Subscription Term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the then existing User subscriptions. User subscriptions are for a designated number of Users and can be shared or used by more than one User up to the aggregate number of User subscriptions purchased.

2.3 **Customer Training.** CSI will provide Customer with reasonable assistance in the installation of the software related to the Services and CSI will provide adequate consultation/training at Customer's locations for the number of sites, Users, and days (hours) designated in the Proposal. Customer shall reimburse CSI for reasonable travel expenses incurred in providing the training. Every attempt will be made to coordinate dates of mutual agreement. Once a mutually agreeable schedule is established, CSI will notify Customer via email of the proposed scheduling. Upon approval by Customer's representative, the scheduled dates will be input to the CSI implementation schedule, CSI implementation consultant(s) will be assigned and travel arrangements will be made.

If Customer cancels or reschedules consultation/training after implementation consultant(s) have been assigned and travel arrangements made, Customer will be responsible, and shall reimburse CSI, for the fees and any travel expense fees associated with such cancellation and/or rescheduling.

3. USE OF THE SERVICES

3.1 CSI Responsibilities. CSI shall: (i) use commercially reasonable efforts to make the Purchased Services available to Customer via the Internet, 24 hours a day, 7 days a week, 365 days a year except for: (a) scheduled downtime of which CSI shall give at least 8 hours notice via the Purchased Services and which CSI shall schedule to the extent practical during times of limited Customer use, generally 2 AM – 6 AM prevailing Central Time, or (b) any unavailability caused by Events Force Majeure, (ii) provide standard technical support (Help Desk) for the Purchased Services to Customer at no additional charge, weekdays from 7 AM to 7 PM prevailing Central Time, excluding holidays observed by CSI (these dates will be posted on the CSI website at www.csisoftwareusa.com), and (iii) provide the Purchased Services in material compliance with applicable law.

(a) **Technical Support for Purchased Services:** Customer shall designate one Designated Customer Contact (“DCC”) and one alternate DCC for each twenty (20) concurrent Users licensed to use the Services. Only a DCC shall make requests to CSI for support. In the event a DCC leaves Customer’s employ or position, a replacement DCC shall promptly be designated and the name of the replacement DCC shall be communicated to CSI in writing. Customer shall promptly provide CSI with detailed Error notices describing all Errors at a level of detail sufficient for CSI to resolve Errors, and Customer shall assist CSI in recreating Errors and resolving Errors by providing CSI with any requested information or material.

(b) **Upgrades:** CSI shall provide Customer with all workarounds, fixes, updates, upgrades and new releases that are produced during the applicable Subscription Term and in accordance with CSI’s then current development timelines and guidelines without extra charge.

(c) **Out of Scope Services:** CSI shall determine, in its reasonable discretion, whether the assistance requested by Customer is within CSI’s scope of standard technical support and maintenance. If CSI determines that the support requested is not within CSI’s scope of standard technical support and maintenance, CSI will notify Customer of any additional services and charges it proposes, and obtain approval from Customer, prior to performing such additional services.

(d) **Service Levels:** CSI’s target performance level is 99.9% availability. Any time that connectivity to the Services via the Internet is not available, except as stated in Section 3.1, such unavailability will be considered as an “**Unscheduled Services Interruption**”. Unscheduled Services Interruptions in excess of the target performance level will result in a percentage reduction of the following month’s aggregate monthly fees for the Services. Such percentage reduction in fees shall be as follows:

Availability Percentage	Percentage Reduction in Subsequent Monthly Fee
99.9% or greater	0%
≥98.0% but <99.9%	5%
≥97.0% but <98.0%	10%
<97.0%	15%

Such percentage reduction, if any, in the then subsequent monthly fee shall be determined on a monthly basis, applied to the next payment of the monthly fee due and owing, and shall not be determined on a cumulative basis. IN CONNECTION WITH THE FOREGOING, THE DAMAGES THAT CUSTOMER WOULD SUSTAIN AS A RESULT OF AN UNSCHEDULED SERVICE INTERRUPTION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN AND THE PERCENTAGE REDUCTION IN CUSTOMER’S MONTHLY FEE IS A REASONABLE FORECAST OF JUST COMPENSATION FOR THE HARM THAT WOULD BE CAUSED

BY AN UNSCHEDULED SERVICES INTERRUPTION. ACCORDINGLY, THE PARTIES AGREE THAT CUSTOMER SHALL BE ENTITLED TO THE REDUCTION IN CUSTOMER'S MONTHLY FEE AS FULL AND COMPLETE LIQUIDATED DAMAGES (AND NOT AS A PENALTY) AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH UNSCHEDULED SERVICES INTERRUPTION. Notwithstanding anything herein to the contrary, CSI will have no liability for the unavailability of the Purchased Services that is caused, directly or indirectly, by the acts or omissions of Customer, its affiliates and/or their respective agents, contractors and/or employees.

3.2 CSI's Protection of Customer Data. CSI shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. CSI and CSI's Cloud hosting partner maintain multiple copies of Customer Data and/or back-up Customer Data up in accordance with CSI's policies and procedures with the goal of 100% availability. The current policies and procedures are available at www.csisoftwareusa.com/cloud-policies/ as updated from time to time. CSI shall not (a) modify Customer Data, (b) disclose Customer Data except pursuant to Section 6.2 or as expressly permitted in writing by Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer request in connection with customer support matters.

3.3 Customer Responsibilities. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which Customer acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, (iv) notify CSI promptly of any such unauthorized access or use, and (v) use the Services only in accordance with the User Guide and in compliance with applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4 Usage Limitations. Services are subject to certain limitations, including the amount of disk storage space to be allocated to Customer. Customer shall be allocated an initial amount of disk storage space per year equal to the Customer's converted database multiplied by 125% ("**Baseline Storage Space**") on CSI's servers. Additionally, Customer will be allocated 50% of this converted amount per year for growth. For example, if Customer's converted database is 10.0 GB, allocated space will be 12.50 GB as Baseline Storage Space and Customer will be additionally allocated 5.0 GB per year for growth. CSI may make additional disk storage space available to Customer upon Customer's request for an additional fee. Customer may, at its discretion, delete old data from its database to manage its available storage space on CSI servers. CSI reserves the right to limit the amount of disk storage space available to Customer above the Baseline Storage Space based upon technical limitations and other factors.

3.5 Credit Card Processing. CSI will provide Customer with the capability to process credit cards for specific financial operations including: point of sale, end-of-month or periodic membership billing, and online purchases via CSI Online Services. CSI requires that Customer obtain a unique credit card processing merchant ID for each site from its bank or processor for each of these specific financial operations. CSI will maintain compliance to the standards set forth by the Payment Card Industry – Data Security Standards (PCI-DSS) during the applicable Subscription Term. This compliance can be confirmed via the certification available on the CSI home page at www.csisoftwareusa.com and via listings on the Security Standards website at www.pcisecuritystandards.org.

4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 Fees. Customer shall pay all fees specified in the Proposal. Except as otherwise specified herein or in the Proposal, (i) fees are set forth in United States dollars, (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased, as stated in the Proposal, cannot be decreased during the relevant Subscription Term. User subscription fees ("**Total Monthly Fees**") are payable beginning on the date that the Purchased Services are made available to Customer via the Internet and shall thereafter be invoiced to Customer in advance on the first day of each month during the relevant Subscription Term; fees for User subscriptions added in the middle of a monthly

period will be charged for that full monthly period and the monthly periods remaining in the relevant Subscription Term.

4.2 Invoicing and Payment. Upon execution of this Agreement, Customer shall pay to CSI the Total Initial Investment set forth in Appendix A of the Proposal, as fees for Conversion, Initial Setup and Training. Customer shall pay to CSI the Total Monthly Fees for the Services set forth in Appendix A of the Proposal via ACH from the Customer's bank account to CSI on the 10th day of each month unless other arrangements are made, as approved by CSI in writing in advance. Customer will provide CSI with valid and updated banking information to facilitate Customer's payments. Upon acceptance by CSI of an approved banking authorization, Customer authorizes CSI to charge such account for all the Total Monthly Fees for the relevant Subscription Term, including any renewal Subscription Term(s) as set forth in Section 9.1 (Term of Purchased User Subscriptions). Customer is responsible for maintaining updated banking information with CSI.

4.3 Suspension of Service and Acceleration. If any amount owing by Customer under this or any other agreement for CSI's Services is sixty (60) or more days overdue, CSI may, without limiting CSI's other rights and remedies, accelerate Customer unpaid fee obligations under this and such other agreements so that all such obligations become immediately due and payable, and suspend CSI's Services to Customer until such amounts are paid in full including any fees associated with suspension of the Services. We will give Customer at least 10 days' prior written notice that Customer's account is overdue, in accordance with Section 10 (Manner of Giving Notice), before suspending Services to Customer.

4.4 Taxes. Unless otherwise stated, CSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited, to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer purchases hereunder, including, without limitation, the Services. If CSI is obligated to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides CSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxing rules and the interpretation of items to be taxed can change over time. CSI will cooperate with all taxing authorities and Customer is hereby on notice that if there is a change in law regarding the interpretation of what items are to be taxed, CSI may, at the direction of Customer's taxing authority, bill for taxes and/or back-taxes at a later date and Customer agrees to promptly pay same.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, CSI reserves all rights, title and interest in and to the Services, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer further acknowledges and agrees that it shall not acquire any ownership interest in the Services under this Agreement, and that CSI reserves and shall retain its entire right, title and interest in and to the Services and all Intellectual Property Rights arising out of or relating to the Services except as expressly granted to Customer in this Agreement. Customer shall promptly notify CSI if Customer becomes aware of any possible third-party infringement of CSI's Intellectual Property Rights arising out of or relating to the Services and fully cooperate with CSI in any legal action taken by CSI against third parties to enforce its Intellectual Property Rights. Customer shall use commercially reasonable efforts to safeguard the Services from infringement, misappropriation, theft, misuse or unauthorized access.

5.2 Restrictions. Customer shall not (i) permit any third party to access the Services, except as expressly permitted herein, (ii) modify, alter, amend, fix, translate, enhance or otherwise create derivative works based on the Services, except as expressly authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble, decompile, decode or adapt the Services, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part, (v) remove, disable, or otherwise create or implement any workaround to, any security features contained in the Services, (vi) remove, delete or alter any trademarks, copyright notices or other Intellectual Property Rights notices of CSI or its licensors, if any, from the Services, (vii) except as expressly set forth herein, rent, lease, lend, sell, sublicense, assign, distribute, publish,

transfer or otherwise make the Services available to any third party for any reason or (viii) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 Mitigation. If the Services, or any part of the Services, becomes, or in CSI's opinion is likely to become, subject to an infringement claim, CSI may, at its sole option and expense, take any of the following steps to avoid or mitigate any potential losses: (i) notify Customer in writing to cease using all or a part of the Services, in which case Customer shall immediately cease such use on receipt of CSI's notice; (ii) obtain the right for Customer to continue to use the Services; (iii) modify or replace the Services with functionally equivalent services (which replacement services shall be deemed the Services under this Agreement) that CSI believes to be non-infringing; and/or (iv) immediately terminate this Agreement on written notice to Customer and, provided that Customer fully complies with its post-termination obligations set forth in herein, promptly provide to Customer a pro rata refund the license fees previously paid by Customer for the remaining relevant Subscription Term following the date of such termination.

5.4 Customer Data. Subject to the limited rights granted by Customer hereunder, CSI acquires no right, title or interest from Customer under this Agreement in or to Customer Data, including any intellectual property rights therein.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information shall include Customer Data; CSI Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement including all pricing set forth in the Proposal, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care), (ii) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors, consultants and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or Proposal to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order"), provided that the Receiving Party shall first make commercially reasonable efforts to provide the Disclosing Party with (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

7. WARRANTIES AND DISCLAIMERS

7.1 Mutual Representations and Warranties. Each of CSI and Customer represents to the other that it: (i) is an entity duly organized and validly existing under the laws of its jurisdiction of organization; (ii) is qualified and licensed to do business and in good standing in every jurisdiction where such qualification and licensing is required for purposes of this Agreement; and (iii) has all necessary power and authority to negotiate, execute, deliver and perform its obligations under this Agreement.

7.2 CSI Warranties. CSI represents and warrants that (i) CSI owns the Services free and clear of all liens and encumbrances, (ii) the Services shall substantially perform in all material respects in accordance with the Documentation, and (iii) the functionality of the Services will not be materially decreased during a relevant Subscription Term, provided that the warranties of CSI in clauses (ii) and (iii) shall not apply to problems arising out of or related to Events of Force Majeure. For any breach of a warranty above, Customer's sole and exclusive remedies, following the expiration of all applicable notice and cure periods, shall be as provided in Section 9.2 (Termination/Suspension for Cause) and Section 9.3 (Remedies upon Termination) below, but only to the extent Customer is in compliance with all terms and conditions of this Agreement (including the payment of all license fees and other amounts then due and owing). THIS SECTION 7.2 SETS FORTH THE CUSTOMER'S SOLE REMEDY AND CSI'S ENTIRE LIABILITY FOR ANY BREACH OF ANY WARRANTY SET FORTH IN THIS AGREEMENT.

7.3 Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES OF CSI SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND CSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, CSI PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL BE LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED THE LESSER OF \$100,000.00 OR THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM, PROVIDED THAT IN NO EVENT (EXCEPT AS SET FORTH BELOW) SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 8.1 SHALL BE DEEMED OR CONSTRUED AS A LIMITATION OR CAP ON CUSTOMER'S LIABILITY WITH RESPECT TO A BREACH OF ITS PAYMENT OBLIGATIONS HEREUNDER AND/OR CSI'S REMEDIES WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, CSI'S RIGHTS AND REMEDIES SET FORTH IN SECTION 9 BELOW.

8.2 Exclusion of Certain Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9. TERM AND TERMINATION

9.1 Term of Purchased User Subscriptions. This Agreement is effective as of the Effective Date and shall continue through the initial Subscription Term, which initial Subscription Term shall expire on the day that is thirty-six (36) months following the Subscription Term Commencement Date. The Subscription Term shall automatically renew for additional periods equal to the expiring Subscription Term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the

relevant Subscription Term. Fees payable by Customer for the Services will not increase during the initial Subscription Term. After the expiration of the initial Subscription Term, fees payable by Customer for the Services will not increase by more than eight percent (8%) per annum, unless the pricing in such prior Subscription Term was previously designated in writing as promotional or one-time.

9.2 Termination/Suspension for Cause. A party may terminate this Agreement (or CSI may suspend Customer's ability to utilize the Services) for cause: (i) upon thirty (30) days written notice to the other party of a material breach of this Agreement if (a) such written notice makes reference to this Section 9.2 and includes a reasonably detailed description of the material breach and (b) such material breach remains uncured at the expiration of such sixty (60) day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.3 Remedies upon Termination. Upon any termination for cause by Customer, CSI shall refund Customer any prepaid fees covering the portion of the Subscription Term after the effective date of termination. Upon any termination of this Agreement for cause by CSI, CSI may, in addition to exercising any other rights and remedies available to CSI hereunder and/or applicable law, accelerate Customer's unpaid fee obligations under this Agreement through the remainder of the Subscription Term and any other agreements between Customer and CSI so that all such monetary obligations become immediately due and payable. The total amount payable by Customer shall be the aggregate fees set forth in the Proposal (including the Total Monthly Fees) to be paid over the applicable Subscription Term, less the aggregate amount actually paid by Customer to CSI during said applicable Subscription Term.

9.4 Equitable Remedies. Customer acknowledges that a breach or threatened breach of this Agreement by Customer or its representatives may cause irreparable harm to CSI for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Customer or its representatives, CSI shall, in addition to any and all other rights and remedies that may be available at law (which CSI does not waive by the exercise of any rights hereunder), be entitled to seek a temporary restraining order, injunction, specific performance and any other equitable relief that may be available from a court of competent jurisdiction, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

9.5 Return of Customer Data. Upon request by Customer made within ten (10) days after the effective date of termination of this Agreement, CSI will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 10-day period, CSI shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in CSI's systems or otherwise in CSI's possession or under CSI's control.

9.6 Surviving Provisions. Section 4 (Fees and Payment for Purchased Services), Section 5 (Proprietary Rights), Section 6 (Confidentiality), Section 7.3 (Disclaimer), Section 8 (Limitation of Liability), 9.3 (Remedies upon Termination), Section 9.5 (Return of Customer Data), and Section 10 (Miscellaneous) shall survive any termination or expiration of this Agreement for a period of thirty-six (36) months.

10. MISCELLANEOUS

10.1 Attorney's Fees. In the event either party to this Agreement institutes any legal suit, action or proceeding against the other party arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs. Similarly, in the event Customer breaches its obligations under this Agreement and CSI places the enforcement of this Agreement, or any part thereof, or the collection of any amounts due or to become due hereunder, in the hands of an attorney, Customer shall reimburse CSI for all reasonable attorneys' fees incurred in connection therewith.

10.2 Assignment. Without the prior written consent of CSI, Customer may not assign this Agreement, other than to a successor to its business through merger, acquisition or sale of all or substantially all of its assets,

provided that such successor agrees to be bound by the terms of this Agreement and notifies CSI in writing of such assignment and provides reasonably satisfactory evidence of such assumption. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

10.3 Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between Customer and CSI. The relationship between the Customer and CSI shall at all times be that of independent contractors. Neither Customer or CSI shall have authority to contract for or bind the other in any manner whatsoever.

10.4 Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the sole and entire agreement of the Customer and CSI with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by Customer and CSI. In the event of a conflict between the terms, provisions and conditions contained in the body of this Agreement and the terms, provisions and conditions contained in the exhibits to this Agreement or the Proposal, the term, provisions and conditions contained in the body of this Agreement shall prevail.

10.5 Waiver. No waiver by Customer or CSI of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by Customer or CSI shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.6 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.7 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Houston and County of Harris, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. Customer and CSI irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

10.8 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section).

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have executed this Agreement or have caused this Agreement to be executed on their behalf, as of the Effective Date.

CSI:

CSI SOFTWARE INC.,
a Texas corporation

By: 

Name: Jonathan Ruff

Title: President & CEO

Date: 2/1/13

Address for Notice to CSI:

CSI Software, Inc.
3333 Richmond Avenue, 2nd Floor
Houston, Texas 77098
Fax: 713-942-7779
Attn: Frank McDuff,
VP of Administration and Finance
Email: fmcduff@csisoftwareusa.com

Customer:

City of Pryor Creek,
a governmental agency

By: 

Name: Jimmy J. Tramel

Title: Mayor

Date: January 15th, 2013

Address for Notice to Customer:

[Customer's Legal Name]
City of Pryor Creek
P.O. Box 1167
Fax: (918) 825-6577
Attn: Eva Smith
Email: SmithE@PRYOROK.ORG

Customer	
Legal Customer Name	Pryor Creek Recreation Center
Contact Name	Rachel Sordahl
Contact Title	Director
Street Address	6 N. Adair Pryor, Oklahoma 74362

Company
CSI SOFTWARE
Attn: Legal Department
600 University Park Place Suite 500 Birmingham, AL 35209

This order form (“the “Order Form”) is entered into as of the date of signature by the authorized representatives of each of the parties by and between Daxko, LLC d/b/a CSI Software (“CSI”) and the above named organization (the “Customer”) and **hereby expressly incorporates by reference the Daxko Spectrum Service Agreement available at <http://daxko.com/csi-service-agreement>** (password: allt*getherbetter1998) (“Service Agreement”), together with all additional terms and conditions which are incorporated by reference herein and therein (collectively, the “Agreement”). In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CSI and Customer agree as follows:

1. Term: The parties agree that if the term of the Customer’s Prior Spectrum Contract (defined in Section 7 below) ends other than on the last day of a month, then the term of such Prior Spectrum Contract shall be amended and extended to the last day of the month in which such Prior Spectrum Contract is set to expire. The initial term of this Agreement will commence on the first day of the month following expiration of the Prior Spectrum Contract, as amended by the foregoing sentence (the “Contract Date”) and shall continue in effect for 36 months from the Contract Date (the “Initial Term”). After the expiration of the Initial Term and each renewal term thereafter, this Agreement will be automatically renewed at the then-current standard pricing for

successive renewal terms, each with a duration equal to the duration of the Initial Term, unless either party gives written notice to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then current term (with the Initial Term and each renewal term being the “Term”).

2. CSI Spectrum License: Subject to the terms and conditions of this Agreement and the performance by Customer of its obligations under this Agreement, CSI hereby grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable license during the Term of this Agreement for the licensed authorized users of Customer to access and use the Daxko Spectrum Services, including all modules licensed under the Prior Spectrum Contract (the “Services”), for Customer’s internal business purposes at the Authorized Locations described in this Order Form.

3. Training: Customer will receive 0 hours of training and support on using the Services (total hours include preparation and travel time to and from the destination).

4. Authorized Locations: The following facility locations are “Authorized Locations” pursuant to this Agreement (and additional site locations shall require the prior written agreement of CSI and may be subject to additional fees and terms):

Pryor Creek Recreation Center 6 N. Adair Pryor, OK, 74362	
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5. Launch Date: As this is a renewal, Customer is already launched on the Services. Customer agrees to fully cooperate and to provide all information and access to Customer’s operations during normal business hours or at such other times and days as may be mutually agreed to by the parties, in order to configure and launch any new Services and any updates.

6. Fees:

a. Up Front Fees: Customer will be charged one-time, non-refundable fees in the amounts of \$0 for system configuration services, \$0 for data conversion, and \$0 for training services, and such fees shall be due and payable upon the signing of this Agreement.

b. Monthly Managed Service Fee: Customer will be charged a monthly managed service fee following the Contract Date. The Service Year is the period of time from the Contract Date or Contract Date anniversary to the next Contract Date anniversary. The total monthly managed service fee for Service Year 1 of the Initial Term shall be as set forth in the following table:

Service Year	Monthly Managed Service Fee
Year 1	\$1804.44

c. Fee Increases. The above fees may be increased by CSI, provided that the percentage increase in any twelve (12) month period shall not exceed the percentage increase in the Consumer Price Index plus three percent (3%) during the period between rate changes. The Consumer Price Index means the Consumer Price Index- All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics at www.bls.gov for the immediately preceding calendar year. The foregoing limitation does not apply to: (a) transaction fees, training fees, installation fees, or any reimbursable expenses - all of which will be available at then-current rates or, (b) services no longer offered for license or sale, or (c) when any third party provider increases the fees it charges to CSI beyond the limitation provided above, in which case CSI reserves the right to pass such additional fees on to Customer.

d. Transaction Fees. In addition to fees set forth in any applicable merchant processing agreement, the following fees will be charged to Customer:

Credit Card Items	Fee*	Metric	Payable
Credit Card Transaction Fees	\$0.22	Transactions	Variable
Gateway Maintenance Fee	\$60.00	Per Location	Monthly

ACH Items	Fee*	Metric	Payable
ACH Transaction Fee per transaction	\$0.47	Per Transaction	Variable
Gateway Maintenance Fee	\$34.97	Per Location	Monthly
ACH Return Fee	\$7.00	Per Return	Variable
ACH Application / Setup Fee	\$250.00	Per Location	One-Time

e. Auto Debit Authorization: Customer hereby authorizes CSI to debit Customer's designated bank account to be identified to CSI via separate documentation, for the full amount of all fees, expenses and reimbursements then due under this Agreement. Customer shall maintain sufficient funds in Customer's designated bank account at all times during the Term of this Agreement to enable CSI to debit such accounts for the fees, expenses and reimbursements then due under this Agreement, the failure of which shall constitute a default for the failure to pay all such amounts. Within thirty (30) days after execution of this Agreement, if paying by debit, Customer shall complete and submit to CSI an auto debit authorization form together with a voided check from Customer's designated bank account, with the necessary information for CSI to debit, when they become due, the full amount of all fees, expense and reimbursements under this Agreement. Customer shall provide an updated authorization form to CSI promptly upon any relevant changes to the information set forth therein. Customer is responsible for reimbursing CSI for any fees or penalties incurred by CSI in connection with debiting from the account designated by Customer.

f. Statements for Fees: Statements for monthly fees will be sent via electronic mail to Customer within the first five (5) business days of the service month. If Customer does not dispute the statements within five (5) days of receipt, then Customer's designated bank account will be automatically debited on the fifteenth (15th) day of the month for the fees of the previous month. Statements for one-time, training, and consulting fees and other reimbursable expenses will be sent via electronic mail to Customer following the performance of the services. If Customer does not dispute the statement within five (5) days of receipt, then Customer's designated bank account will be automatically debited ten (10) days from the date of the statement.

7. Prior Agreements: If Customer has entered into any previous agreements with CSI (or its predecessors in interest) for CSI Spectrum products and services ("Prior Spectrum Contracts"), this Agreement entirely replaces and supersedes all such Prior Spectrum Contracts in their entirety, and such Prior Spectrum Contracts shall be deemed terminated upon the mutual agreement of the parties, effective as of the Contract Date of this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS ORDER FORM, THE SERVICE AGREEMENT available at <http://daxko.com/csi-service-agreement>, AND ALL OTHER TERMS AND WHICH ARE EXPRESSLY INCORPORATED BY REFERENCE, WHICH THE PARTIES AGREE ARE ESSENTIAL TO THE PARTIES' WILLINGNESS TO ENTER INTO THIS AGREEMENT. BY SIGNING BELOW, THE PARTIES EXPRESS THEIR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement may be executed in multiple counterparts, with .pdf or electronic signatures, and each party waives any rights or requirements under any law or regulation that requires an original, non-electronic signature or the delivery or maintenance of a non-electronic record.

Customer	Company
Signature: <i>Rachel Sordahl</i>	Signature: <i>Winston Gillum</i>
Name: Rachel Sordahl	Name: Winston Gillum
Title: PCRC Director	Title: CFO
Date: 01/21/2020	Date: 01/22/2020

Signature Certificate

Document Ref.: MSUGP-Q5XWT-MDF55-KQJAK

Document signed by:

	<p>Rachel Sordahl E-mail: sordahlr@pryorcreek.org Signed via link</p> <p>IP: 216.150.112.242 Date: 21 Jan 2020 16:47:48 UTC</p>	<p><i>Rachel Sordahl</i></p> 
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	<p>Winston Gillum Verified E-mail: wgillum@daxko.com</p> <p>IP: 74.11.33.194 Date: 22 Jan 2020 22:27:26 UTC</p>	<p><i>Winston Gillum</i></p> 
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Document completed by all parties on:
22 Jan 2020 22:27:26 UTC

Page 1 of 1



Signed with PandaDoc.com

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SUPPORT STAFF

Hannah Gerhart, Office Mgr.
Julie Thomas, Receptionist
Teresa Batt, Receptionist
Teri Hodges, Paralegal

ATTORNEYS

K. Ellis Ritchie
Bryan A. Rock
Chase McBride
Nick Atwood
Rebecca Bauer

Pryor, Oklahoma: 21 N. Vann: P.O. Box 246: 74362

Shawnee, Oklahoma: 116 N. Bell Ave: P.O. Box 3011: 74802

October 2, 2020

CSI Software
Att: Legal Department
600 Universal Park Place, Ste. 500
Birmingham, AL 35209
(Also by email to wgillum@daxko.com)

Re: Pryor Creek Recreational Center (PCRC)
Agreement dated 01/22/20

Dear Sirs,

The purpose of this letter is to inform you that I am the City Attorney for Pryor Creek, Oklahoma and this letter shall serve as notice of cancellation/non-renewal pursuant to section 9.1 of the effective agreement for services with your company.

The City originally contracted with you on February 1, 2013. That contract was renewed on a yearly basis pursuant to section 9.1.

January 21, 2020 Rachel Sordahl, the director of the PCRC, acted outside of her scope of authority and electronically signed a subsequent renewal order form. All contracts of the City must be approved by the City Council and signed by the Mayor to be effective. Ms. Sordahl acted independently of any knowledge or authority from the Council or the Mayor. Ms. Sordahl is no longer employed by the City. Additionally, the contract purports to bind the city to a three year period. Municipalities in Oklahoma may not enter into contracts like this which extend beyond the current fiscal year of the City.

If you have questions or would like to discuss this further you may contact me at the Pryor location information on this letter.

Sincerely,

K. Ellis Ritchie

cc: Mayor

Telephone Numbers
(918) 825-4558 (Pryor)
(405) 878-2080 (Shawnee)

Toll Free
(888) 848-4558

Facsimile
(918) 825-1623 (Pryor)



Blake B. Goodsell
General Counsel
600 University Park Place, Suite 500
Birmingham, Alabama 35209
Phone: (205) 529-5702
Blake.goodsell@daxko.com

October 28, 2020

VIA EMAIL ONLY

Ritchie, Rock, McBride & Atwood
Mr. K. Ellis Ritchie
21 N. Vann, PO Box 246
Pryor, Oklahoma 74362
kritchie@rrmalaw.com

RE: Response to Cancellation of the CSI Spectrum Renewal Order Form

Dear Mr. Ritchie:

I am general counsel for Daxko, LLC and its affiliate companies, including CSI Spectrum as successor to CSI Software, Inc (“CSI”). I am in receipt of your correspondence dated October 2, 2020 representing Pryor Creek Recreational Center’s (“PCRC”) intent to cancel the Spectrum Renewal Order Form dated January 22, 2020 (the “Agreement”). In brief, PCRC is obligated to perform for the remaining Term of the Agreement.

To begin, Rachel Sordahl (“Ms. Sordahl”), acting in her capacity as the Director of PCRC, had apparent authority to bind PCRC to the Agreement. Under Alabama law, which governs the Agreement, apparent authority is simplified to mean “the principal, by his acts or conduct, has clothed the agent with the appearance of authority.” *Johnson v. Shenandoah Life Ins. Co.*, 291 Ala. 389 (Ala. 1973). Here, PCRC appointed Ms. Sordahl as the Director of PCRC and permitted her to participate in contractual discussions with CSI for numerous months before the execution of the Agreement. Thus, Ms. Sordahl had the authority to bind PCRC.

Further, assuming *arguendo* that Ms. Sordahl did not have the apparent authority to sign the Agreement, the City ratified the Agreement by its conduct. Alabama has adopted the following rule pertaining to acceptance of a contract, “if the offeree takes steps in furtherance of its contractual obligations which would lead a reasonable businessman to believe that the contract had been accepted, such conduct may under the circumstances, constitute acceptance of the contract.” *Deeco, Inc. v. 3-M Co.*, 435 So. 2d 1260 (Ala., 1983). Here, the circumstances indicate that PCRC ratified the Agreement by making timely payments for the services provided by CSI for nine (9) months. Specifically, after the execution of the Agreement, PCRC acted in furtherance of the contractual obligations by tendering monthly payments from January 2020 to September 2020 in the amount of \$1,955.08. This continuous and substantial performance of the Agreement lead CSI to believe that the terms had been accepted. Therefore, PCRC accepted the Agreement by conduct.

In conclusion, PCRC is obligated to perform for the remaining Term of the Agreement based on apparent authority of Ms. Sordahl and conduct by PCRC. However, if the City wishes to go forward with early termination, CSI will issue an invoice for appropriate early termination expenses and fees representing the remaining value of the contract.

If you would like to discuss the situation further, please feel free to contact me.

Sincerely,

/s/ Blake B. Goodsell
General Counsel,
CSI Spectrum

cc: Billing
Jeff Smith
Winston Gillum



SERVICES AGREEMENT

Effective July 1, 2020

This Services Agreement is entered into on the ____ day of _____, 2020 ("Effective Date") by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 ("VS," "Licensor," "we," "our," or "us") and the customer identified in Section 1 below ("Customer," "Licensee" or "your") (each a "Party," and, collectively, the "Parties"). This Services Agreement, and all attachments, schedules or exhibits referenced herein, shall collectively comprise the "Agreement" between you and us. Terms not defined below shall have the meanings as set forth in [Section 1 of the Terms of Service](#).

1. CUSTOMER INFORMATION

Customer Name (Legal Entity)	Doing Business As (if applicable)	
City of Pryor Creek, Oklahoma	Pryor Creek Recreational Center	
Office Address		
Business Address (if business is located somewhere other than the office address)		
Customer's General Contact (for all matters under the Agreement)	General Contact Phone	General Contact Email
Customer's Billing Contact (for billing matters under the Agreement)	Billing Contact Phone	Billing Contact Email
VS Customer Lead	VS Lead Phone	VS Lead Email



2. TERM

Initial Term: The Initial Term will commence on the first day of the month in which the software is implemented following the "effective date" and will end on June 30, 2021. (Note: In Oklahoma law prohibits a municipality from obligating funds beyond the current fiscal year-fiscal year is July 1-June 30)

Renewal Term: 12 months. (July 1 to June 30 of each year) Unless Customer provides written notice of cancellation at least 90 days prior to the expiration of the applicable Term, the Agreement will automatically renew for another 12 month term.

3. SERVICES & FEES

Customer is contracting to receive the Services, and to pay the Fees, as more specifically described in the Order Schedule. The Order Schedule is attached hereto and incorporated by reference herein.

4. HOSTING

Customer is choosing the following hosting option:

<input checked="" type="checkbox"/>	<input type="checkbox"/>
VS Hosted	Customer Hosted
VS hosts Customer Data on VS-controlled and maintained servers. VS hosting is subject to Agreement terms, including Terms of Service.	Customer hosts data locally, on its own servers. VS has no responsibility for maintaining and/or securing Customer Data on Customer's servers.

5. TERMS OF SERVICE

Customer has read, understands and agrees to VS's Terms of Service, which shall be incorporated and considered part of this Agreement. VS's Terms of Service may be accessed [here](#).

6. PRIVACY & SECURITY

Customer has read, understands and agrees to VS's Privacy Policy, which shall be incorporated and considered part of this Agreement. VS's Privacy Policy may be accessed [here](#).

7. SERVICE LEVEL COMMITMENT

Customer has read, understands and agrees to VS's Service Level Agreements, each of which shall be considered part of this Agreement. VS's Service Level Agreement is attached hereto and incorporated by reference herein.



ACCEPTANCE

Customer acknowledges that it has read, understands and accepts the Agreement as written, inclusive of all attachments, schedules or exhibits, as may be revised, and agrees to pay all Fees and all other charges permitted by the Agreement. The individual signing the Agreement on behalf of Customer acknowledges that he/she has the proper legal authority to act on the Customer's behalf and to bind the Customer to this Agreement.

AGREED TO BY CUSTOMER:

City of Pryor Creek, Okla.

Larry Lees
Mayor for City of Pryor Creek, Okla.

Date

ACCEPTED BY VERMONT SYSTEMS:

RecTrac, LLC

DocuSigned by:


1C8BAF5E7BEF477...
David Wirtz
Director of Sales

11/30/2020

Date



TERMS OF SERVICE

Effective July 1, 2020

1. DEFINITIONS. Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

"**Addendum**" or "**Addenda**" means a document added to the Agreement containing new or supplemental terms.

"**Agreement**" means the Services Agreement and any attachments, schedules or exhibits referenced therein, which may include the Order Schedule, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or later-signed Addenda.

"**Billing Period**" means the period of time covered by a single recurring dues fee for Services. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.

"**Cardholder Data**" is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.

"**Confidential Information**" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

"**Customer**" is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."

"**Customer Data**" is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.

"**Effective Date**" shall have the meaning as set forth in the Services Agreement.

"**End Users**" are your authorized users of the Software associated with our Services. Licenses associated with a Customer's concurrent End Users will be listed in the Order Schedule.

"**Fees**" mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Hosting Fees, Support Fees and/or Fees for Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Order Schedule.

"**Hardware**" means the computer equipment, point-of-sale terminals, or other technical hardware distributed by us or by a reseller on our behalf. Hardware may contain firmware or software.

"**Hosting Fees**" mean the fees associated with the hosting of Customer Data on our VS-controlled servers and systems.

"**Initial Term**" is the initial term for Services, as described in the Services Agreement.

"**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off,



unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order Schedule" means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services.

"Patron(s)" mean(s) the individuals who purchase your products and/or services and who otherwise interact with the Software associated with our Services. Patrons are your customers, clients or members.

"Patron Data" means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.

"Payment Services" means the payment and billing-related services that we may provide you under the Agreement. We offer Payment Services through our proprietary VS Payments™ platform.

"Professional Services" are any professional services provided outside of our initial install and setup of the Software associated with our Services. Professional services may include consulting, custom development work, supplemental or onsite training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.

"Services" mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, support and/or payments. An itemization of Services is listed in the Order Schedule.

"Services Agreement" means the contract between you and us for Services. The Services Agreement, together with any attachments, schedules or exhibits referenced therein, is broadly referred to as the Agreement between you and us.

"Software" means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).

"Software Fees" mean those fees associated with your access to and use of our Software or any component thereof. We may charge Software Fees monthly, quarterly or annually, as more specifically described in the Order Schedule.

"Sub-Merchant Agreement" means our Sub-Merchant Application and Agreement and VS Payments™ Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.

"Support Fees" mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly, quarterly or annually, as more specifically described in the Order Schedule.

"Renewal Term" means the period, as described in the Services Agreement, which immediately follows the expiration of the Initial Term.

"Team" includes VS's employees, officers, directors, owners, attorneys, affiliates or representatives.

"Term" means the term for Services and includes both the Initial Term and any Renewal Terms as applicable.

"VS" means RecTrac, LLC d/b/a Vermont Systems and its subsidiaries, successors and assigns. VS's business address is 12 Market Place, Essex Junction, VT 05452. VS may also be referred to in the Agreement as "Licensor," "we," "our," or "us."



2. ACCEPTANCE. You accept the terms of the Agreement when you (a) click-sign your acceptance to an on-line version of the Services Agreement; (b) sign a hardcopy of the Services Agreement; or (c) access the Services or otherwise accept the benefits of Services. You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.

3. GRANT OF RIGHTS.

3.1 Grant of Rights by VS. Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non-exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

3.2 Grant of Rights by Customer. Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved.

3.3 Excess Use. We will provide you with the number of authorized End User licenses as set forth in the Order Schedule to access and use the Software. You shall have access to functionalities in the Software that can generate reports indicating the number of authorized End Users accessing the Software at any given time. In the event that the number of concurrent End Users exceeds the number of allocated licenses described in the Order Schedule ("Excess Use"), we will notify you by email about such Excess Use and, if you do not reduce the Excess Use within 30 days of such notice, you will be required to pay for any Excess Use with additional licenses, which shall be described in a new invoice and which will automatically update the Order Schedule.

3.4 Prohibited Use. You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result



in immediate suspension or discontinuation of Services, or legal action which could result in civil damages or criminal punishment.

4. TERM; TERMINATION.

4.1 Term. You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.

4.2 Termination for Cause. Prior to expiration of the Initial Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial Term, or a Renewal Term, as applicable, after the effective date of such termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.

4.3 Termination for Convenience (Without Cause). We and you shall have a right to terminate the Agreement for convenience (meaning without cause) at any time during the Term with a 30-day written notice.

4.4 Termination Notice. For termination to be considered effective, you must send your termination notice in writing to Vermont Systems, Inc. at 12 Market Place, Essex Junction, VT 05452.

5. FEES; PAYMENT TERMS.

5.1 Payment of Fees. You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule, and may be set up to bill monthly, quarterly or annually, as we and you may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable.

5.2 Due Date; Late Fees; Interest. Payment is due within 30 days from the date you receive our invoice (the "Due Date"). If you do not pay our invoice by the Due Date, then we may charge you a late fee of \$100. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month.

5.3 Error Reporting. Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge.

5.4 COLT Increase—NOTE: the U.S. economy has not experienced inflation like this for many years now. If a COL adjustment is warranted we can do that by agreement at renewal times.



5.5. Breach for Non-Payment of Fees. Payment not made within 30 days of the Due Date will result in an automatic breach of the Agreement and start the clock on a 20-day period in which to cure. If payment is still not received by the 51st day after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full.

5.6. Taxes. If you are a tax-exempt organization, then this provision does not apply. We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes. We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to indemnify us for any such payments within 30 days from your receipt of a special tax-related invoice.

6. MODIFICATIONS.

6.1 Changing the Terms of Service. We reserve the right to modify these Terms of Service by posting a revised Terms of Service on our website and sending you notice that they have changed to your email address on record. Modifications will not apply retroactively. You are responsible for reviewing and becoming familiar with any modifications. At times we may, but shall not be required to, ask you to review and to explicitly agree to or reject a revised version of the Terms of Service. In such cases, modifications will become effective at the time you sign your consent to the modified Terms of Service. In cases where we do not ask for your explicit consent to a modified version of the Terms of Service, but otherwise provide notice as set forth above, the modified version of the Terms of Service will become effective 14 days after we have posted the modified Terms of Service and provided you with notification. Your continued use of Services following that period constitutes your acceptance of the Terms of Service as modified. If you do not agree with the changes to the modified Terms of Service, you are required to notify us of such within the same 14-day period and we will have the sole right to decide whether to revert to the original Terms of Service or insist on the changed Terms of Service and permit you to terminate the Agreement without cause and without penalty.

6.2 Changing the Order Schedule. You may add or remove Services during the Term at any time provided that we agree to such changes. We reserve the right to change our fees and/or introduce new charges at any time with at least 30 days prior notice to you, which notice may be provided by email. Regardless of whether our discussion with you about changes in Services occurred verbally or in writing, we will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, please notify us immediately. If you pay the updated invoice, accept the benefits of any added Services, or fail to object to the updated invoice within 14 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Order Schedule then in place (which will, in turn, update the Agreement automatically).

6.3 Other Changes to the Agreement. Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.



7. CUSTOMER DATA.

7.1 Customer Data Generally. You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

7.2 Hosting Obligations. Hosting of Customer Data on VS-controlled servers and systems does not come standard with all Agreements; Customers must specifically contract for hosting services and pay all associated Hosting Fees. **IF A CUSTOMER DOES NOT SELECT VS'S HOSTING SERVICES, AND INSTEAD CHOOSES TO HOST CUSTOMER DATA ON ITS OWN SYSTEMS AND SERVICES, THEN WE MAKE NO WARRANTIES AND DISCLAIM ALL LIABILITY ASSOCIATED WITH SUCH CUSTOMER DATA OR CUSTOMER'S OWN HOSTING ACTIVITIES, INCLUDING (BUT NOT LIMITED TO) INCIDENTS RESULTING IN DATA BREACH, MISAPPROPRIATION OF CUSTOMER DATA, VIOLATIONS OF PRIVACY RIGHTS, AND/OR ANY OTHER SITUATION RESULTING IN DAMAGES OR MONETARY LOSS ARISING OUT OF OR RELATING TO THE HOSTING OR STORAGE OF CUSTOMER DATA.** If Customer chooses us for hosting services, and we actually store Customer Data on a VS-controlled system or service, then, in addition to those terms and conditions described in our Privacy Policy, and provided Customer remains current in its payment of Hosting Fees and otherwise compliant with the Agreement, then we make the following limited representations and warranties with respect to our hosting services: we will, at all times during the Term of the Agreement: (a) maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and (b) provide our hosting services in a good and workmanlike manner; and (c) offer hosting services which, to the best of our knowledge, comply with applicable local, state or federal laws. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.

7.3 Return of Customer Data. If we are providing you with hosting services, then you shall have access to your Customer Data (including Patron Data, as applicable) for the duration of the Term, subject to the terms and conditions of the Agreement. Upon termination of the Agreement, or where you properly cancel hosting services during the Term, your access to any VS-hosted Customer Data will end immediately on the same day in which you cancel or terminate the Agreement; provided, however, that you may request continued access to your Customer Data for a period not to exceed 30 days (unless we specifically agree otherwise) and subject to additional fees for the limited purpose of transferring your Customer Data to your own systems or servers. Upon termination of the Agreement, or cancellation of your hosting services with us, we may, but shall not be required to, store or hold your Customer Data on our servers at our cost and expense, or immediately destroy your Customer Data unless prohibited by applicable law. Notwithstanding the foregoing, we reserve the right to maintain a copy of any other record, book, file and other data, as specified in the Agreement and in such detail as shall properly substantiate claims for payment, for a minimum of one (1) year beginning on the first day after the Agreement is properly terminated, or for such longer period as may be necessary for the resolution of any dispute, negotiation, audit, or other inquiry involving the Agreement.

8. SPLASH PAGE. We disclaim all liability with respect to the splash page including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.



9. HARDWARE. We shall have no obligation to provide you with the Hardware necessary to access our Services or use our Software. Any Hardware used must comply with our minimum system requirements. If we choose to provide you with Hardware, a description of such Hardware and pricing will be described in your Order Schedule. In the absence of specified pricing, we may provide you with Hardware at our then-current market rates. Full payment for Hardware and any related third-party software is due following delivery. The verification process must be completed so that all payments can be made within 30 days of delivery. Any VS-supplied Hardware will include warranties from the manufacturer or distributor, as applicable, for a specific period. **We offer no warranties on Hardware.**

10. INSTALLATION; TRAINING. We will provide an initial install and set-up of the Software as part of the Fees you pay for Services. Subsequent installation or set-up of additional Services may be subject to additional charges. We offer access to online training materials, including user reference manuals, installation planning guides, report listings, online help and a sample training database with tutorials. At the time of initial install and set-up of the Software, we will provide you with a "base training" in use of the Software as part of your Fees. The base training will be provided online (remote) or at our office located at 12 Market Place, Essex Junction, Vermont 05452. You may request follow-up or additional trainings at our then-current hourly rates, and subject to scheduling availability. Unless we agree otherwise, any additional training will occur online (remote). You may request on-site training at our then-current day rates, subject to scheduling availability. For on-site training, you will be responsible for all VS expenses associated with travel, lodging, meals and other necessary expenses associated with training on-site. If scheduled on-site training is cancelled with less than two (2) weeks' notice, you will be responsible for any travel expense losses, plus an additional rescheduling fee of \$250. On-site training booked over a weekend or holiday may be subject to additional charges.

11. CUSTOMER SUPPORT.

11.1 Standard Support. All Customers receiving our Services will receive "Standard Support" services, which includes online support and access to a VS support documentation library. Online support includes access to an online knowledge database, support videos accessible through the VS website, e-learning content and the ability to participate at no additional cost in periodic live webinars offered from time to time by VS. The VS support documentation library is accessible through the VS website and includes access to user reference manuals, installation planning guides, report listings, online help and a sample training database with tutorials. Customers can print any number of copies needed to train staff and manage their business operation. Customers can access standard support channels online, 24 hours a day, 7 days a week. VS's standard support services are included with Customer's payment of Software Fees.

11.2 Premium Support (Support Desk). Customers choosing our "Premium Support" service will receive access to our award-winning "Support Desk," which, in addition to Standard Support, makes certain channels available to Customers like phone and chat support with a live VS support agent. Premium Support Customers will still receive our base training at the time of Software install and set-up. Customers receiving Premium Support shall be responsible for paying Support Fees as described in the Order Schedule. The Support Desk is open for call-in phone support five (5) days a week, Monday through Friday, 8 am ET to 8 pm ET; real-time chat support is available five (5) days a week, Monday through Friday, 8 am ET to 5 pm ET. Premium Support includes online portal case creation, email assistance and call-back services, and Customer ability to choose remote-in live support services via Zoom or Microsoft Teams.

11.3 Additional Customer Support. Regardless of whether you are a Standard Support or Premium Support Customer, we offer the following customer support services as part of the Agreement: (a) Extended hours pager support (with



additional pager support fee - if utilized), available from 8 pm ET to 8 am ET, Monday through Friday and also available 24hrs a day on Saturday, Sunday and holidays.

11.4 Customer Support Not Provided. Regardless of whether you are a Standard Support or Premium Support Customer, we do not provide the following customer support services as part of the Agreement: (a) travel and out-of-pocket expenses for installation and on-site training services; (b) telephone support related to computer hardware, operating systems, networking, reinstallation and configuration of application software (including VIC), point-of-sale hardware, and access control hardware; (c) telephone support and/or training as a substitute for on-site training or classroom training; (d) VS application software WAN access configuration; (e) customized discovery, programs, development, and maintenance; (f) interfaces to export or import data from or to other application software databases; (g) extended dedicated support to implement or change certain functions, such as switching from cash to accrual accounting or customizing WebTrac splash page; (h) performing periodic VS software updates if database is on-premises; (i) purchase installation or configuration of SSL certificates for on-premises configurations; (j) data entry or database management.

VS may provide some of these Services under a separate engagement, the terms of which should be agreed upon and documented in a signed Statement of Work.

11.4. Remote Access Authorization. We will provide you with on-going support or updates for the proper functioning of our Services, including the Software, which we can only provide or make available through remote access to your technology systems. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely for the limited purpose of providing you with any support or updates relevant to our Services. You shall be solely liability for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. Our right of remote access as described herein shall be deemed a continuing right until such time as the Agreement terminates, for any reason. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

11.5 Remote Access Authorization. We will provide you with on-going support or updates for the proper functioning of our Services, including the Software, which we can only provide or make available through remote access to your technology systems. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely for the limited purpose of providing you with any support or updates relevant to our Services. You shall be solely liability for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. Our right of remote access as described herein shall be deemed a continuing right until such time as the Agreement terminates, for any reason. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

12. PAYMENT SERVICES. Our Payment Services are provided through the VS Payments™ platform. To be eligible for Payment Services, you must complete our Sub-Merchant Application and submit to underwriting with our payment processor. A Sub-Merchant Agreement is required for all Payment Services. If you receive our Payment Services, you shall be required to comply with those separate Payment Service Terms and Conditions as described in your Sub-Merchant Agreement.

13. PROFESSIONAL SERVICES. We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement,



multiplied by a fixed hourly rate. If we underestimate the fees for Professional Services based on work actually performed, you will be responsible any cost overruns at the same hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.

14. CUSTOM DEVELOPMENT. While we welcome any suggestions or comments you might have about how we can improve our products and services, we do not custom develop our Services (including the Software) to suit the business needs of any particular client. We will consider all suggested improvements to the Services, and, as we determine, will incorporate any approved items to our development roadmap. If there is a feature or functionality that you would like to see added to our Services, and you would like the project completed on a certain timeline, you can make a custom development request and, based on our staffing and other considerations, we will scope the project and provide you with a written quote which you can accept or reject. Custom development work will be considered a separate engagement for Professional Services and will be billed outside of the Agreement. Custom development work shall not be considered work-for-hire. We will own and control any product outcome of the engagement and we reserve the right to incorporate any new feature or functionality into our larger product or service offerings.

15. OWNERSHIP RIGHTS.

15.1 What Belongs to VS. We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™ and VS Payments™ names and logos are registered trademarks of Vermont Systems, Inc., and no right or license is granted to use them without our express written permission.

15.2 What Belongs to Customer. With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data upon ten (10) days notice for any breach, including without limitation, your non-payment of Fees.

16. CONFIDENTIALITY. A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (b) to establish a party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes



a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

17. PROTECTION OF EDUCATIONAL INFORMATION. We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.

18. LIMITED WARRANTIES. We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) to the best of our knowledge, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. **EXCEPT AS SPECIFICALLY STATED HEREIN, THE SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED.** No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

19. LIMITATIONS OF LIABILITY.

19.1 EXCLUSIVE REMEDY. YOUR EXCLUSIVE REMEDY FOR ANY FAILURE OF OUR OBLIGATIONS UNDER THE AGREEMENT SHALL BE YOUR RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE AND WITHOUT PENALTY, AND ANY CREDITS WHICH MAY BE DUE UNDER AN APPLICABLE SERVICE LEVEL AGREEMENT (IF A SERVICE LEVEL AGREEMENT IS OFFERED AS PART OF THE AGREEMENT).

19.2 EXCLUDED DAMAGES. IN NO EVENT SHALL WE BE LIABLE OR RESPONSIBLE TO YOU FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

19.3 DAMAGES CAP. IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCES EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID TO US FOR SERVICES IN THE THREE (3) MONTH PERIOD DIRECTLY PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY.



19.4 TIME LIMITATION. YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.

19.5 MATERIALITY. THE LIMITATIONS IN THIS SECTION ARE A MATERIAL BASIS OF THE BARGAIN, AND THE TERMS OF THE AGREEMENT WOULD BE DIFFERENT WITHOUT SUCH LIMITATIONS. THE LIMITATIONS IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. MULTIPLE CLAIMS WILL NOT ENLARGE ANY DAMAGES CAP DESCRIBED HEREIN.

20. INDEMNIFICATION. You shall indemnify and defend us (including any member of our Team) and hold us harmless against any claim, suit, demand or proceeding ("Claim") that arises from your actions, your use or misuse, of the Services (including, but not limited to, the Software); your breach of the Agreement or these Terms of Service; or your infringement on someone else's rights, including but not limited to, third party intellectual property rights

21. DISPUTE RESOLUTION. Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

21.1 Definition. "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes (a) initial claims, counterclaims, cross-claims and third-party claims; (b) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (c) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.

21.2 Claim Notice. Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Vermont Systems, Inc., ATTN: Legal, 12 Market Place, Essex Junction, VT 05452.

21.3 Mediation. Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim for mediation. Mediation fees will be split equally, and the location for mediation shall be mutually decided between you and us. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our rights to elect arbitration.

21.4 Arbitration. You or we may elect to resolve any Claim by individual binding arbitration. This election may be made by the party asserting the Claim or the party defending the Claim. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least 10 years of experience; however, if we both agree, we may select another person with different qualifications. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not



have the right to participate in a representative capacity or as a member of any class pertaining to that claim. The arbitrator's decisions are enforceable as any court order and are subject to very limited review by a court. The arbitrator's decision will be final and binding. Before beginning arbitration, you or we must first send a Claim Notice. The party electing arbitration must choose to arbitrate either before JAMS or AAA. This arbitration provision is governed by the FAA. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees). We will be responsible for our arbitration fees.



22. NOTICES; GOVERNING LAW; JURISDICTION.

22.1 General. Who you are contracting with under this Agreement, who you should direct notice to under this Agreement, what law will apply in any lawsuit arising out of this Agreement, and which court can adjudicate any such lawsuit to this Agreement are as follows:

Who you are contracting with:

RecTrac, LLC

Notices should be sent to:

12 Market Place

Essex Junction, VT 05452

legal@vermontsystems.com

Who you are contracting with:	RecTrac, LLC
Notices to be sent to:	12 Market Place Essex Junction, VT 05452 legal@vermontsystems.com
Governing law is:	Vermont
Courts having exclusive jurisdiction are:	State courts of Chittenden County, Vermont, or the U.S. District Court for Vermont

22.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to you shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.

22.3 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

22.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.



23. GENERAL PROVISIONS.

23.1 Privacy Rights. You are required to comply with our [Privacy Policy](#), which may be revised from time to time, and which are expressly incorporated into the Agreement.

23.2 Minimum System Requirements / Interoperability. It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third party internet service or your IT infrastructure. You shall be required to comply with our technical specifications, available [here](#).

23.3 Reference. You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website.

23.4 Independent Contractor Relationship. Our legal relationship to you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.

23.5 Non-Discrimination Endorsement. We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.

23.6 Export Controls. The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States' government denied-party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States' export law or regulation.

23.7 Anti-Bribery. You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.

23.8 Legal Advice. All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.



23.9 Waiver; Cumulative Remedies. No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.

23.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

23.11 Force Majeure. We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.

23.12 Survivability. Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section 7.2 (Hosting Obligations); Section 16 (Confidentiality); Section 17 (Protection of Educational Information); Section 18 (Limited Warranties); Section 19 (Limitations of Liability); Section 20 (Indemnification); Section 21 (Dispute Resolution); Section 22 (Notice; Governing Law; Jurisdiction); Section 23.8 (Legal Advice); Section 23.11 (Force Majeure) and Section 23.16 (Entire Agreement; Priority of Documents).

23.13 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will enforce it in its altered form for all purposes contemplated by the Agreement.

23.14 Headings. The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

23.15 Construction. For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.

23.16 Entire Agreement; Priority of Documents. The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations,



and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.

23.17 Electronic Signature. The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, .PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original.

23.18 Consent to Do Business Electronically. By signing the Services Agreement, you consent to do business electronically, which means that you agree that all VS agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with VS may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.

SERVICE LEVEL AGREEMENT (Hosting Services)

Effective July 1, 2020

Terms not specifically described in this **STANDARD** Service Level Agreement for Hosting Services ("Hosting Services SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

1. **ELIGIBILITY.** This Hosting Services SLA shall apply only to Customers receiving VS's Software as a "hosted" solution, meaning VS has contracted to host Customer Data on VS-controlled servers and/or systems. To be eligible for the Hosting Services SLA, Customers must
2. be current in their payment of Fees to VS and must remain complaint with the terms and conditions of the Agreement.

2. UPTIME COMMITMENT. VS will use its best efforts to operate and maintain the Software in a professional manner with the objective of maintaining a 99.50% uptime commitment for Services considered "critical" to a Customer's daily business operation. Services considered critical are those which, if unavailable (as defined below), would have an immediate and negative impact on a core business function of the Customer such as its ability to take payments, retrieve Patron Data, or access the Software (a "Critical Service").

3. SERVICE INTERRUPTION. "Service Interruption" means that one or more Critical Services are unavailable to Customers as the result of a failure in VS-controlled equipment, services or personnel. "Unavailable" means that the Software is unable to transmit, receive, store or retrieve Customer Data, including, without limitation, Patron Data.

4. VS RESPONSE PROTOCOL. VS will commence efforts to resolve a Service Interruption within 60 minutes after VS first learns of the issue. If the root cause for the Service Interruption is solely within VS's power to control, VS will attempt to remedy the Service Interruption within three (3) hours. If, however, the root cause for the Service Interruption involves a third party, or a source outside of VS's direct control, VS will use commercially reasonable efforts to promptly notify such third parties and cooperate with them to resolve any Service Interruptions.

5. CUSTOMER REMEDIES. VS is agreeable to issuing out-of-service credits to a Customer's account where VS fails to maintain its 99.50% uptime commitment. VS will offer out-of-service credits in accordance with the tiered schedule below:

Uptime Availability (%)	Unavailability Per Calendar Month	Credit Percentage
98.0 to 99.49	3 hrs 39 min to 14 hrs 36 min	10%
95.0 to 97.99	14 hrs 40 min to 1 day 12 hrs 31 min	25%



90.0 to 94.99	1 day 12 hrs 35 min to 3 day 1 hr 2 min	50%
89.99 or below	3 days 1 hr 7 min	100%

To be eligible for an out-of-service credit, Customer must open a support ticket at <https://support.vermontsystems.com> within thirty (30) days from a Service Interruption. VS will validate reported Service Interruptions through its third-party monitoring tool, Site24x7 (which validates Software availability across multiple locations within the U.S. tracking interruptions to service and their duration). The maximum out-of-service credit that Customer may receive for Unavailability of the Software in any calendar month shall not exceed to total Fees associated with one (1) month of Services (prorated accordingly for Customers billed annually). Any out-of-service credits shall be applied to the Customer's account as an offset against the next month's Fees. No out-of-service credits shall be redeemable for cash; any credits not used by the termination of the Agreement shall be forfeited and waived.

6. EXCLUSIONS. Customer shall not be entitled to an out-of-service credit where a Service Interruption is caused by or associated with (a) a Customer's own acts or omissions; (b) a Force Majeure event (as defined by the Terms of Service); (c) excused downtime for maintenance or upgrades to the Software; (d) a Customer's violation of the Agreement, including (but not limited to) a violation of the Prohibited Use provision of the Terms of Service; and/or (e) a beta release, pilot program or trial service, as determined by VS.



SERVICE LEVEL AGREEMENT (SUPPORT)

Effective July 1, 2020

Terms not specifically described in this Service Level Agreement for Support ("Support SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

1. ELIGIBILITY. This Support SLA shall apply only to Customers receiving VS's Support Desk, including "live" support channels by phone or chat. To be eligible for the Support SLA, Customers must be current in their payment of Fees to VS and must remain compliant with the terms and conditions of the Agreement.

2. CASE PRIORITIES. To provide high quality support and to effectively assign resources to incoming cases, the following four types of case priorities have been identified:

Priority 1	Critical	Critical business impact occurs on a production system preventing business operations. End Users and Patrons are prevented from working within the Software with no workarounds. Examples include: Software crashes or is goes off-line; functionality critical to business operation not available; data breach or loss of Customer Data.
Priority 2	Major	Significant business impact occurs on a production system severely impacting business operation. End Users and Patrons are impacted by the issue but may still be able to work in a limited capacity within the Software. Examples include significant performance degradation; functionalities important to business operation not available; loss of Software functionality has an escalating impact on business operations.
Priority 3	Medium	Minor business impact occurs on a production system that causes a partial or non-critical loss of functionality in the Software. A limited number of End Users and/or Patrons are affected.
Priority 4	Low	Issues occurring on a non-production system in the Software. Examples include: a question, comment or enhancement.



3. RESPONSE TIMES. VS will respond and escalate support issues in accordance with the table below. All days referenced below are calendar days, not business days.

	Priority 1 (within)	Priority 2 (within)	Priority 3 (within)	Priority 4 (within)
Initial Response	1 hour	4 hours	5 days	-
Correction Identified /Pursued	24 hours	7 days	As agreed between parties	-
If Issue Remains Unresolved				
Escalation Stage 1 – to Support Managers	12 hours	7 days	-	-
(Status Report Intervals)	(Every 4 hours)	(Daily)		
Escalation Stage 2 – to Directors	24 hours	7 days	-	-
(Status Report Intervals)	(Every 4 hours)	(Daily)		
Escalation State 3 – to Chief Operating Officer	72 hours	10 days	-	-
(Status Report Intervals)	(Every 4 hours)	(Daily)		



4. CUSTOMER REPORTING CHANNELS; PROCESS. Support Desk Customers experiencing support issues must report customer support concerns through VS's established support channels, including:

- Customer support line available at (877) 883-8757
- Chat support available through the support portal on the Site
- For after-hours support, VS pager number at 802-490-1911

All issues or questions reported to support are tracked with a support case that contains at a minimum the Customer account name, contact person, software product and version, module and/or menu selection, detailed description of the issue, and any other pertinent information. Case statuses are viewable on the VS support portal. Each case is stored in a queue and the first available support representative will be assigned to the next case issue based on priority.

While reviewing the case issue, the assigned support person will contact the Customer, if additional information is needed. The VS support person will either resolve the issue or advise Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a case are tracked in the support database. If the issue needs to be escalated to a development resource, Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. Customer may view the development status at any time.

PRIVACY POLICY

Effective July 1, 2020

We take data privacy seriously. This privacy policy explains who we are, how we collect, share and use Personal Information, and how you can exercise your privacy rights. We recommend that you read this privacy policy in full to ensure you are fully informed. However, to make it easier for you to review the parts of this privacy policy that apply to you, we have divided up the document into sections that are specifically applicable to Customers (Section 2), Patrons (Section 3) and Visitors (Section 4). Sections 1 and 5 apply to everyone. To the extent we provide you with notice of different or additional privacy policies, those policies will govern such interactions with our products and services.

1. THE BASICS

A. About VS. RecTrac, LLC d/b/a Vermont Systems ("VS," "we," "us," or "our") is a technology company that develops, maintains and sells a proprietary club-management software and payments solution, and other related services, for business owners operating primarily in the parks and recreation space. VS's corporate office is located at 12 Market Place, Essex Junction, VT 05452.

B. Key Terms. In this privacy policy, these terms have the following meanings:

"**Customer**" is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement.

"**End Users**" are a Customer's authorized and licensed users of the Software, as described in the Order Schedule.

"**Patron(s)**" mean(s) the individuals who purchase a Customer's products and/or services and who otherwise interact with the Software. Patrons are our Customer's customers, clients, members or military service members.

"**Personal Information**" means any information that identifies or can be used to identify an individual directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, demographic information, financial data and transaction history.

"**Services**" mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, support and/or payments.

"**Software**" means our proprietary technology software and any associated module(s), website(s), third-party integration(s), and mobile application(s) (if applicable).

"**Site**" means our public-facing website, www.vermontsystems.com, or websites that link to www.vermontsystems.com.

"**Visitor**" means, depending on the context, any person who visits the Site, our offices, or otherwise engages with us at our events or in connection with our marketing or recruitment activities.

"**You**" and "**your**" means, depending on the context, either a Customer, Patron or a Visitor.



C. Scope of this Privacy Policy. This privacy policy describes our practices and your rights in connection with the Personal Information that we may collect, use or disclose as related to:

- our Services;
- our Software;
- the Site;
- our social media pages;
- any other products or services offered, or emails sent, that direct you to this privacy policy.

By accessing or using any of the VS products or services described above (collectively, "VS Services," unless referred to individually), you agree to the terms and conditions of this privacy policy.

2. PRIVACY FOR CUSTOMERS

This section applies to the Personal Information we collect and process from Customers (or potential Customers) through the VS Services. If you are not a Customer, the Patron or Visitor section of this policy may be more applicable to you and your data. In this section, "you" and "your" will refer to Customers (and potential Customers), including their End Users.

A. Information We Collect. The Personal Information that we collect depends on the context of your interactions with the VS Services, the settings associated with your Customer or End User account, the products, services and features that you use, your location, and applicable law. However, the Personal Information we collect broadly falls into the following categories:

(i) Information you provide to us. You may provide certain Personal Information to us when you set up your Customer or End User account, access VS Services, consult with our customer service team, send us an email, integrate any of the VS Services with a third-party service or your website, or communicate with us in any other way. This information may include:

- Business contact information (such as name, job title, legal entity, trade name, organizational information, phone number, email address, and country);
- Marketing information (such as your contact preferences);
- Site set-up (such as account logins, email addresses, usernames and passwords);
- Customer Data (which includes any information associated with your Customer site(s) and Customer Data like photos, rosters and Patron Data).
- Troubleshooting and support data (which is data you provide or we otherwise collect in connection with support inquiries we receive from you);
- Payment information (including banking information for remit purposes, account and routing numbers, credit card numbers and associated identifiers, and billing address); and
- Tax information (including your EIN or tax identification number).



(ii) Information we collect automatically. When you use the VS Services, we may automatically collect or receive certain information about your device or usage ("Service Usage Data"). In some (but not all) countries, including countries in the European Economic Area ("EEA"), this information is considered Personal Information under applicable data protection laws. We use cookies and other tracking technologies to collect some of this information. For further information, please review our Cookies Policy available [here](#).

Service Usage Data may include:

- **Device Information.** We collect information about the device and applications you use to access the Software, such as your IP address, your operating system, your browser ID, and other information about your system and connection. If you are using a VS mobile application (to the extent that we offer such a product), we may also collect information about the cellular network associated with your mobile device, your mobile device's operating system or platform, the type of mobile device you use, your mobile device's name and unique device ID, and information about the features of our mobile application that you accessed.
- **Log Data.** Our web servers keep log files that record data each time a device accesses those servers and the nature of each access, including originating IP addresses and your activity in the VS Services (such as the date/time stamps associated with your usage, pages and files viewed, searches and other actions you take), device event information (such as system activity and error reports), and hardware settings. We may also access metadata and other information associated with files that you upload into the Software.
- **Usage Data.** We collect usage data about you whenever you interact with the VS Services, which may include the dates and times you accessed the VS Services or your browsing activity on the Site. We also collect information about the performance of the VS Services, including metrics related to Software uptime, usage of our APIs, or the deliverability of emails. If you are using a VS mobile application (to the extent that we offer such a product), we may collect information about how often you use the mobile application and other performance data. This information allows us to improve the operation of the VS Services and facilitate research and analysis of the VS Services.

(iii) Information we collect from other sources. From time to time, we may obtain information about you from third-party sources, such as credit reporting agencies, public databases, social media platforms, marketing partners, and/or third-party data providers. Examples of the information we receive from other sources may include credit histories, demographic information (such as age and gender), device information (such as IP addresses), location data (such as city and state), and online behavioral data (such as information about your use of social media websites, page view information and search results and links). We may use this information, alone or in combination with other Personal Information we collect, to assess the credit risk associated with opening a merchant or sub-merchant account for you, to enhance our ability to provide relevant marketing or content to you, to better provide you with VS Services, and to develop and provide you with more relevant products, features, and services.

B. Use of Personal Information. We may use the Personal Information we collect or receive through the VS Services (alone or in combination with other data we source) for the purposes and on the legal bases identified below:

- To create, administer and assign permissions to your Customer and/or End User account(s) and provide you with related assistance.
- To bill and collect money owed to us by you under the terms of our Agreement with you.
- To perform our obligations under the Agreement with you for the use of any or all of the VS Services; or, where we have not entered into a contract with you, in accordance with our legitimate interests to operate and administer the VS Services. For example, we may create and administer your Customer and/or End User account(s), fulfill and record payment transactions, and provide you with related assistance.



- To send you VS Services alerts in reliance on our legitimate interests in administering the VS Services and providing certain features and functionalities. For example, we may inform you about temporary or permanent changes to the VS Services, send you scheduled maintenance updates, or send you account, security or compliance notifications, such as new features or functionalities, version updates, releases, abuse warnings, and changes to this privacy policy.
- To communicate with you about your site(s), Customer and/or End User account(s), and/or permit customer support to provide you with related support services.
- To enforce compliance with our Terms of Service, the Agreement, other posted VS policies, and applicable law, and to protect the rights and safety of our other Customers in reliance on our legitimate interest to protect against misuse or abuse of the VS Services and, as needed, to pursue available remedies.
- To meet legal requirements, including complying with court orders, valid discovery requests, valid subpoenas, garnishments or tax liens, and other appropriate legal mechanisms.
- To provide information to representatives and advisors, including attorneys and accountants, to help us comply with legal, accounting, and security requirements in reliance on our legitimate interests.
- To prosecute and defend a court, arbitration or similar proceeding.
- To respond to lawful requests by public authorities, including to meet national security or law enforcement requirements.
- To provide, support and improve the VS Services to perform our Agreement with you for the use of VS Services; or, where we have not entered into a contract with you, in reliance on our legitimate interests in administering and improving the VS Services and providing certain features and functionalities. This may include sharing your information with third parties in order to provide and support our VS Services or to make certain features or functionalities of the Software available to you. When we share your Personal Information with third parties, we take steps to protect your information in a manner that is consistent with our obligations under applicable privacy laws. For further information about how we share your information, please refer to Section 5 below.
- To run data analytics or reports in reliance on our legitimate business interests in improving and enhancing our VS Services. For example, we may run a data analytics to better understand Customer, End User and/or Patron use of our VS Services, or to better understand general trends and statistics about the parks and recreation industry or a particular market segment.
- To facilitate social sharing functionality if you consent to such activities.
- To allow you to participate in sweepstakes, contests or similar promotions if you consent to such activities.
- To share information with other marketers (and their service providers) to permit them to send you marketing communications consistent with your choices.
- To send you VS marketing materials that we believe may be of interest to you if you consent to such activities.

C. Third-Party Integrations. We may use the Personal Information we collect or receive through the VS Services, as a data processor or as otherwise stated in this privacy policy, to enable your use of the integrations and plugins you choose to connect to your Customer and/or End User account(s)

D. Cookies and Tracking Technologies. We and our third-party partners may use various technologies to collect and store Service Usage Data when you use the VS Services (as discussed above), and this may include using cookies and similar tracking



technologies, such as pixels and web beacons. For example, we use web beacons in the emails you send, which enable us to track certain behavior, such as whether the email sent through the VS Services was delivered and opened and whether links within the email were clicked. The use of web beacons allow us to collect information such as the recipient's IP address, browser, email client type and other similar data as further described above details. We use this information to measure the performance of your email campaigns, to provide analytics information, enhance the effectiveness of the VS Services, and for other purposes described above.

E. Your Data Protection Rights. Depending on the country in which you reside, you may have the following data protection rights:

- To access; correct; update; port; delete; restrict; or object to our processing of your Personal Information.
- You can manage your Customer and/or End User account(s) directly from the VS support portal, or you may contact us directly to seek help with managing such account(s) by emailing us at support@vermontsystems.com. You can also manage information about your Patrons directly from your Customer account(s) to be able to do things like access, correct, update, port or delete information that you receive from your Patrons. Note, if any of your Patrons wish to exercise any of these rights, they should contact you directly. You can also contact us at any time to update your marketing preferences (see Section 5. General Information, C. Your Choices and Opt-Outs below). We take reasonable steps to ensure that the data we collect is reliable for its intended use, accurate, complete and up to date.
- The right to complain to a data protection authority about the collection and use of Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the EEA and UK are available [here](#).
- Similarly, if Personal Information is collected or processed on the basis of consent, you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your Personal Information conducted in reliance on lawful processing grounds other than consent.

If we receive a request from one of your Patrons, we will either direct the Patron to reach out to you, or, if appropriate, we may (but shall not be required to) respond directly to their request.

3. PRIVACY FOR PATRONS

This section applies to the information we process about our Customers' Patrons, the Customer being the controller of such data (as a "data controller") and VS being the processor of such data (as a "data processor"). The Software and our related Services are intended for use by paid Customers and their lawful Patrons. As a result, for much of the Personal Information we collect and process about Patrons through the VS Services, we act as a processor of such information on our Customers' behalf. We are not responsible for the privacy or security practices of our Customers (including their End Users), nor the third parties which Customers may use or contract with for other services provided to them, which may differ from those set forth in this privacy policy. Please check with the Customer with whom you have a business relationship about the privacy policy or policies it may have in place. For purposes of this section, "you" and "your" refer to Patrons.

A. Information We Collect. The Personal Information that we may collect or receive about you broadly falls into the following categories:

(i) Information we receive about Patrons from our Customers. A Customer may provide Personal Information about you to us through the VS Services. When you sign up for a Patron account using the Software, your Personal Information, including your name, email address, address, telephone number and certain payment information, becomes associated with our Customer's account(s) and the particular location within that Customer account where you are a customer, client or member of the Customer. You can update your Personal Information directly from your Patron account.

(ii) Information we collect automatically. When you interact with a marketing campaign that you receive from a Customer or access your Patron account through the Software, we may collect information about your device and your interaction with the marketing email, SMS or the Software. We use cookies and other tracking technologies to collect some of this information. Our use of cookies and other tracking technologies is discussed more below and in more detail in our Cookies Policy available [here](#).

- **Device Information.** We collect information about the device and applications you use to access emails sent through the VS Services, such as your IP address, your operating system, your browser ID, and other information about your system and connection.
- **Usage Data.** It is important to us to ensure the security and reliability of the VS Services that we provide. Therefore, we also collect usage data about your interactions with the VS Services, which may include dates and times you access the Software and your browsing activity on the Site. This information allows us to ensure compliance with our Terms of Service and API Terms of Use, to monitor and prevent service abuse, and to ensure we attain certain usage standards and metrics in relation to the VS Services. We also collect information regarding the performance of the VS Services, including metrics related to Software uptime, periods of slowness, or the deliverability of emails that our Customers may send through the Software. This information allows us to improve the content and operation of the VS Services and facilitate research and perform analysis into the use and performance of the VS Services.

(iii) Information we collect from other sources. From time to time, we may obtain information about you from third-party sources, such as social media platforms and third-party data providers. For example, if you choose to connect your social media account to your Patron account, certain information from your social media account may be shared with us, including information that's part of your or your friend's profiles. We may also collect Personal Information through the VS Services at the direction of our Customers.

B. Use of Personal Information. We may use the Personal Information we collect or receive about you in reliance on our (and where applicable, our Customers') legitimate interests for the following purposes:

- To enforce compliance with our Terms of Service and applicable law. This may include utilizing usage data and developing tools and algorithms that help us prevent violations.
- To protect the rights and safety of Customers, third parties and VS.
- To meet legal requirements, including complying with court orders, valid discovery requests, valid subpoenas, and other appropriate legal mechanisms.
- To provide information to representatives and advisors, including attorneys and accountants, to help us comply with legal, accounting, and security requirements in reliance on our legitimate interests.
- To prosecute and defend a court, arbitration or similar proceeding.
- To respond to lawful requests by public authorities, including to meet national security or law enforcement requirements.

- To provide, support and improve the VS Services. For example, this may include sharing your information with third parties in order to provide and support our VS Services or to make certain features or functionalities of the Software available to you. When we share your Personal Information with third parties, we take steps to protect your information in a manner that is consistent with our obligations under applicable privacy laws. For further information about how we share your information, refer to Section 5 below.
- To run data analytics or reports. Our data analytics or reporting projects use data from our Customers' accounts, including Personal Information belonging to Patrons, to provide and improve the VS Services. We use information, like your transactions history or bookings records, for example, so we can make more informed predictions, decisions, and products for our Customers. If you prefer your data not be used in this manner, you can opt out of data analytics and reporting projects at any time by emailing us at privacy@vermontsystems.com with the subject heading titled "Opt Out from Data Analytics and Reporting Projects."
- To carry out other business purposes. To carry out other legitimate business purposes, as well as other lawful purposes about which we will notify you.

C. Cookies and Tracking Technologies. We and our third-party partners may use various technologies to collect and store Service Usage Data when you use the VS Services (as discussed above), and this may include using cookies and similar tracking technologies, such as pixels and web beacons. For example, we use web beacons in the emails sent by our Customers, which enable us to track certain behavior, such as whether the email sent through the Software was delivered and opened and whether links within the email were clicked. The use of web beacons allow us to collect information such as the recipient's IP address, browser, email client type and other similar data as further described above details. We use this information to measure the performance of your email campaigns, to provide analytics information, enhance the effectiveness of the VS Services, and for other purposes described above.

D. Your Data Protection Rights. Depending on the country in which you reside, you may have the following data protection rights:

- To access; correct; update; port; delete; restrict or object to our processing of your Personal Information.
- You also have the right to complain to a data protection authority about our collection and use of your Personal Information. For more information, please contact your local data protection authority. Contact details for a data protection authority in the EEA are available [here](#).

As described above, for much of the Personal Information we collect and process about Patrons through the VS Services, we act as a processor on behalf of our Customers. In such cases, if you are a Patron and want to exercise any data protection rights that may be available to you under applicable law or have questions or concerns about how your Personal Information is handled by us as a processor on behalf of our individual Customers, you should contact the relevant Customer that is using the VS Services, and refer to their separate privacy policy.

If you no longer want to be contacted by one of our Customers through the VS Services, please contact the Customer directly to update or delete your data. If you contact us directly, we may either forward your request to the relevant Customer or provide you with the identity of the Customer to enable you to contact them directly.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. We may ask you to verify your identity in order to help us respond efficiently to your request.

4. PRIVACY FOR VISITORS



This section applies to Personal Information that we collect and process when you visit the Site, and in the usual course of our business, such as in connection with our recruitment, events, sales and marketing activities or when you visit our offices. In this section, "you" and "your" will refer to Visitors.

A. Information we collect

(i) Information you provide to us on the Site or otherwise. Our Site offers various ways to contact us, such as through form submission, email or phone, to inquire about our company, our products and our services. For example, we may ask you to provide certain Personal Information when you express an interest in obtaining information about us or the VS Services, take part in surveys, subscribe to marketing, apply for a role with VS, or otherwise contact us. We may also collect Personal Information from you in person when you attend our events or trade shows, if you visit one of our offices, or via a phone call with one of our sales representatives. You may choose to provide additional information when you communicate with us or otherwise interact with us, and we may keep copies of any such communications for our records.

The Personal Information we collect may include:

- **Business contact information** (such as your name, phone number, email address, address and country);
- **Professional information** (such as your job title and company);
- **Nature of your communication;**
- **Marketing information** (such as your contact preferences); and
- **Any other information you choose to provide us** when completing any 'free text' boxes in our forms.

(ii) Information we collect automatically through the Site. When you visit our Site or interact with our emails, we use cookies and similar technologies such as pixels or web beacons, alone or in conjunction with cookies, to collect certain information automatically from your browser or device. In some countries, including countries in the EEA, this information may be considered Personal Information under applicable data protection laws. Our use of cookies and other tracking technologies is discussed more below, and in more detail in our Cookie Policy available [here](#).

The information we collect automatically includes:

- **Device information** such as your IP address, your browser, device information, unique device identifiers, mobile network information, request information (speed, frequency, the site from which you linked to us ("referring page"), the name of the website you choose to visit immediately after ours (called "exit page"), information about other websites you have recently visited and the web browser you used.
- **Usage data** such as information about how you interact with our emails, Site, and other websites (such as the pages and files viewed, searches, operating system and system configuration information and date/time stamps associated with your usage).

B. Use of Personal Information. We may use information we collect through our Site and in connection with our events and marketing activities (alone or in combination with other data we collect) for a range of reasons in reliance on our legitimate interests, including:

- To provide, operate, optimize and maintain the Site;
- To send you marketing information, product recommendations and non-transactional communications (for example, marketing newsletters, telemarketing calls, SMS, or push notifications) about us, in accordance with your marketing preferences, including information about our products, services, promotions or events as necessary for our legitimate interest in conducting direct marketing or to the extent you have provided your prior consent.



- For recruitment purposes if you have applied for a role with VS.
- To respond to your online inquiries and requests, and to provide you with information and access to resources or services that you have requested from us.
- To manage the Site, including its proper administration and security.
- To manage event registrations and attendance, including sending related communications to you.
- To register visitors to our offices for security reasons and to manage non-disclosure agreements that visitors may be required to sign.
- To improve the navigation and content of the Site.
- To identify any server problems or other IT or network issues.
- To compile aggregated statistics about site usage and to better understand the preferences of our Visitors.
- To help us provide, improve and personalize our marketing activities.
- To carry out research and development to improve the VS Services.
- To conduct marketing research, advertise to you, provide personalized information about us on and off our Site, and to provide other personalized content based on your activities and interests to the extent necessary for our legitimate interests in supporting our marketing activities or advertising our VS Services or instances where we seek your consent.
- To carry out other legitimate business purposes, as well as other lawful purposes, such as data analysis, fraud monitoring and prevention, identifying usage trends and expanding our business activities in reliance on our legitimate interests.
- To cooperate with public and government authorities, courts or regulators in accordance with our legal obligations under applicable laws to the extent this requires the processing or disclosure of Personal Information to protect our rights or is necessary for our legitimate interest in protecting against misuse or abuse of our Site and/or VS Services, protecting personal property or safety, pursuing remedies available to us and limiting our damages, complying with judicial proceedings, court orders or legal processes, or responding to lawful requests.

C. Public Information and Third-Party Websites

- **Social media platforms and widgets.** The Site includes social media features, such as the Facebook Like button. These features may collect information about your IP address and which page you are visiting on our Site, and they may set a cookie to make sure the feature functions properly. Social media features and widgets are either hosted by a third party or hosted directly on our Site. We also maintain presences on social media platforms, including Facebook, Twitter, and Instagram. Any information, communications, or materials you submit to us via a social media platform is done at your own risk without any expectation of privacy. We cannot control the actions of other users of these platforms or the actions of the platforms themselves. Your interactions with those features and platforms are governed by the privacy policies of the companies that provide them.
- **Links to third-party websites.** The Site includes links to other websites, whose privacy practices may be different from ours. If you submit Personal Information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.
- **Contests and sweepstakes.** We may, from time to time, offer surveys, contests, sweepstakes, or other promotions on the Site or through social media (collectively, "Promotions"). Participation in our Promotions is completely voluntary. Information requested for entry may include Personal Information such as your name, address, date of birth, phone number, email address, username, and similar details. We use the information you provide to administer our Promotions. We may also, unless prohibited by the Promotion's rules or law, use the information provided to communicate with you, or other people you select, about the VS Services. We may share this information with our affiliates and other organizations or service providers in line with this privacy policy and the rules posted for our Promotions.

D. Cookies and Tracking Technologies. We use cookies and similar tracking technologies to collect and use Personal Information about you, including to serve interest-based advertising. For further information about the types of cookies and tracking technologies we use, why, and how you can control them, please see our Cookies Policy available [here](#).

E. Other Data Protection Rights. Depending on the country in which you reside, you may have the following data protection rights:

- To access; correct; update; port; delete; restrict or object to our processing of your Personal Information. You can exercise these rights by emailing support@vermontsystems.com.
- You may also have the right to complain to a data protection authority about our collection and use of your Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the EEA are available [here](#).
- Similarly, if we have collected and processed your Personal Information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your Personal Information conducted in reliance on lawful processing grounds other than consent. You can also contact us at any time to update your marketing preferences (see Section 5. General Information, C. Your Choices and Opt-Outs below).

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. We may ask you to verify your identity in order to help us respond efficiently to your request.



5. GENERAL INFORMATION

A. How We Share Information. We may share and disclose your Personal Information to the following types of third parties for the purposes described in this privacy policy. For purposes of this section, "you" and "your" refer to Customers, Patrons and Visitors unless otherwise indicated.

(i) Our service providers. Sometimes, we share your information with our third-party service providers working on our behalf for the purposes described in this privacy policy. For example, companies we have hired to help us provide and support our VS Services, including the processing of payments, or assist in protecting and securing our systems and services and other business-related functions. The following is a non-exclusive list of third-party service providers that may process your Personal Information in their capacity as a sub-processor of ours. Please review the relevant privacy policies (links are current as of the date of publication of this privacy policy) for further information about how each third-party handles your Personal Information.

Third Party Name	Privacy Policy Link
Worldpay, LLC	https://online.worldpay.com/terms/privacy
Elavon, Inc.	https://www.elavon.com/privacy-policy.html
CardConnect	https://cardconnect.com/privacy-policy
PlugNPlay	http://www.plugnpay.com/privacy-policy/
VeriFone	https://www.verifone.com/privacy

(ii) Any competent law enforcement body, regulatory body, government agency, court or other third party where we believe disclosure is necessary (a) as a matter of applicable law or regulation; (b) to exercise, establish, or defend our legal rights; or (c) to protect your vital interests or those of any other person.

(iii) A potential buyer (and its agents and advisors) in the case of a sale, merger, consolidation, liquidation, reorganization, or acquisition. In that event, any acquirer will be subject to our obligations under this privacy policy, including your rights to access and choice. We will notify you of the change by sending you an email or posting a notice on our Site.

(iv) Any other person with your consent.

NOTE: We do not sell your Personal Information to any third party for promotional or marketing purposes.

B. Legal Basis for Processing Personal Information (EEA and UK Persons Only). If you are located in the EEA or UK, our legal basis for collecting and using the Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it.

However, we will normally collect and use Personal Information from you where the processing is in our legitimate interests and not overridden by your data-protection interests or fundamental rights and freedoms. Our legitimate interests are described in more detail in this privacy policy in the sections above titled "Use of Personal Information," but they typically include improving, maintaining, providing, and enhancing our technology, products, and services; ensuring the security of the VS Services and our Site; and supporting our marketing activities.

If you are a Customer, we may need the Personal Information to perform our Agreement with you. In some limited cases, we may also have a legal obligation to collect Personal Information from you. If we ask you to provide Personal Information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether



the provision of your Personal Information is mandatory or not, as well as of the possible consequences if you do not provide your Personal Information.

Where required by law, we will collect Personal Information only where we have your consent to do so.

If you have questions or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us at support@vermontsystems.com.

C. Your Choices and Opt-Outs

(i) Customer Account(s); Customer Site. In order to keep your Personal Information accurate and complete, you can log in to review and update your account information, including contact and billing information, via your Customer and/or End User account(s), as applicable. If you are a Customer and would like to change the way we communicate with you, including a change in your primary point of contact (whether for billing purposes or otherwise), please send us the request at accountsreceivable@vermontsystems.com.

(ii) Email. If you do not wish to receive emails sent through the Software, you may opt out at any time by following the opt-out or unsubscribe link contained at the bottom of the email itself. Please note that it may take up to ten (10) days to process your request. Please note that if you opt-out from receiving promotional or marketing emails, you may continue to receive emails with information related to your account or our Services. If you do not wish to receive any service-related emails from us, you have the option of deactivating your account.

(iii) SMS (Text Messages). In order to send text messages through the Software, Customers must enable this functionality in their site settings. Once enabled, an individual Patron can control his or her "text messaging address" by entering a phone directly from the Patron's account profile and saving the information. Patron's must verify opt-in consent by entering and confirming a confirmation code sent to the mobile device listed. To revoke consent to receiving text messages, please notify the Customer or remove the mobile number from the "text messaging address" field in the Patron's account profile.

(iv) Cookies. You may also refrain from providing, or withdraw, your consent for cookies. Your browser's help function should contain instructions on how to set your computer to accept all cookies, to notify you when a cookie is issued; or to not receive cookies at any time.

(v) Third Party Analytics Services. We use Google Analytics in conjunction with our Services. Google Analytics is provided by Google, Inc. You can opt-out from Google Analytics service from using your Information by installing the Google Analytics Opt-out Browser tool: tools.google.com/dlpage/gaoptout. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page [here](#).

D. Our Security. We take appropriate and reasonable technical and organizational measures designed to protect Personal Information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the Personal Information. Unfortunately, even with these safeguards, no data transmission or storage system can be guaranteed to be 100% secure. If you have any questions about the security of your Personal Information, you may contact us at support@vermontsystems.com.



Customer and/or End User account(s) require a username and password to login. Customer and End Users must keep their username and password secure, and never disclose it to a third party. Permissions assigned by Customers to authorized staff members (i.e., End Users) should be closely guarded, periodically updated, some level of internal training provided about the security of login credentials. Because the information in a Customer's account is private, account passwords are hashed, which means we cannot see a Customer's and/or End User's password. We cannot resend forgotten passwords either. We will only provide Customer and/or End User with instructions on how to reset them.

E. International Transfers

(i) We operate in the United States. Our servers and offices are located in the United States, so your information may be transferred to, stored, or processed in the United States. While the data protection, privacy, and other laws of the United States might not be as comprehensive as those in your country, we take many steps to protect your privacy.

(ii) Customers, Patrons and Visitors located in Australia. If you are a Customer, Patron or Visitor who accesses VS Services in Australia, this section applies to you. Here are the specific points under the Privacy Act 1988 ("Australian Privacy Act") you should be aware of:

- As stated in the Prohibited Use section of our Terms of Service, information considered to be harassing, discriminatory, defamatory, vulgar, pornographic or harmful to others is not permitted on the VS Services and Customers, End User and Patrons are prohibited from loading any such Personal Information to their account(s).
- Please note that if you do not provide us with your Personal Information or if you withdraw your consent for us to collect, use and disclose your Personal Information, we may be unable to provide the VS Services to you.
- Where we collect Personal Information of our Visitors, the Personal Information we ask you to provide will be information that is reasonably necessary for, or directly related to, one or more of our functions or activities. Please see [Section 4](#) of this privacy policy for examples of the types of Personal Information we may ask Visitors to provide.
- Where we say we assume an obligation about Personal Information, we will also require our integration partners and subcontractors to undertake a similar obligation.
- We will not use or disclose Personal Information for the purpose of our direct marketing to you unless you have consented to receive direct marketing; you would reasonably expect us to use your personal details for marketing; or we believe you may be interested in the material but it is impractical for us to obtain your consent.

You may opt out of any marketing materials we send to you through an unsubscribe mechanism. If you have requested not to receive further direct marketing messages, we may continue to provide you with messages that are not regarded as "direct marketing" under the Australian Privacy Act, including changes to our terms, system alerts, and other information related to your account as permitted under the Australian Privacy Act and the Spam Act 2003 (Cth).

- Our servers are located in the United States. In addition, we or our sub-processors may use cloud technology to store or process Personal Information, which may result in storage of data outside Australia. It is not practicable for us to specify in advance which country will have jurisdiction over this type of offshore activity. All of our subcontractors, however, are required to comply with the Australian Privacy Act in relation to the transfer or storage of Personal Information overseas.
- You may access the Personal Information we hold about you. If you wish to access your Personal Information, please contact us directly by emailing us at support@vermontsystems.com. We will respond to all requests for access within a reasonable time.

If you think the information we hold about you is inaccurate, out of date, incomplete, irrelevant, or misleading, we will take reasonable steps, consistent with our obligations under the Australian Privacy Act, to correct that information upon your request. If you find that the information we have is not up to date or is inaccurate or incomplete, please contact us in writing at support@vermontsystems.com so we can update our records. We will respond to all requests for correction within a reasonable

time. If you are unsatisfied with our response to a privacy matter, you may consult either an independent advisor or contact the Office of the Australian Information Commissioner for additional help. We will provide our full cooperation if you pursue this course of action.

F. Retention of Data. We retain Personal Information where we have an ongoing legitimate business or legal need to do so. Our retention periods will vary depending on the type of data involved, but, generally, we will refer to these criteria in order to determine retention periods:

- Whether we have a legal or contractual need to retain the data.
- Whether the data is necessary to provide the VS Services.
- Whether our Customers have the ability to access and delete the data on their own.
- Whether our Customers would reasonably expect that we could retain the data until they remove it or until their account is closed or has been terminated.

G. California Privacy. The California Consumer Privacy Act ("CCPA") provides consumers with specific rights regarding their Personal Information. You have the right to request that businesses subject to the CCPA (which may include our Customer with whom you have a relationship) disclose certain information to you about their collection and use of your Personal Information over the past 12 months. In addition, you have the right to ask such businesses to delete Personal Information collected from you, subject to certain exceptions. If the business sells Personal Information, you have a right to opt-out of that sale. Finally, a business cannot discriminate against you for exercising a CCPA right. When offering services to Customers, we act as a "service provider" under the CCPA and our receipt and collection of any consumer Personal Information is completed on behalf of our Customers in order for us to provide the VS Services. Please direct any requests for access or deletion of your Personal Information under the CCPA to the Customer with whom you have a direct relationship. VS, for its part, does not sell any of your Personal Information to any third party for promotional or marketing purposes. Consistent with California law, if you choose to exercise your applicable CCPA rights, we will not charge you different prices or provide you a different quality of services. If we ever offer a financial incentive or product enhancement that is contingent upon you providing your Personal Information, we will not do so unless the benefits to you are reasonably related to the value of the Personal Information that you provide to us.

H. Use by Minors. The VS Services are not directed or targeted at children under the age of thirteen (13). We request that minors do not provide Personal Information through the VS Services; instead, any such information on a minor should be submitted to us by the minor's authorized parent or legal guardian.

I. Do Not Track. Certain state laws require us to indicate whether we honor "Do Not Track" settings in your browser. We adhere to the standards set out in this privacy policy and do not monitor or follow any Do Not Track browser requests.

J. Changes to this Privacy Policy. We may change this privacy policy at any time and from time to time. The most recent version of the privacy policy is reflected by the version date located at the top of this privacy policy. All updates and amendments are effective immediately upon notice, which we may give by any means, including, but not limited to, by posting a revised version of this privacy policy or other notice on the Site. We encourage you to review this privacy policy often to stay informed of changes that may affect you. Our electronically or otherwise properly stored copies of this privacy policy are each deemed to be the true, complete, valid, authentic, and enforceable copy of the version of this privacy policy that was in effect on each respective date you visited the Site.



K. Questions & Concerns. If you have any questions or comments, or if you have a concern about the way in which we have handled any privacy matter, please contact us at support@vermontsystems.com. You may also contact us by postal mail at:

RecTrac, LLC d/b/a Vermont Systems

Attn: Privacy

12 Market Place

Essex Junction, VT 05452

API TOU

Effective July 1, 2020

Thank you for using the Vermont Systems Application Programming Interfaces (the "VS API"). This API Terms of Use ("API TOU"), together with VS's Terms of Service and Privacy Policy, form a binding contract between you, or the company or legal entity that you represent, and Vermont Systems, Inc. ("VS" or "Company"). As used in this API TOU, "we," "our," and "us" refer to VS, and "you" and "your" refer to the individual, company or legal entity that you represent. By accessing and using the VS APIs, you agree to abide by the API TOU and any guidelines or other documentation provided by VS for use in connection with the VS APIs (the "API Documentation"). Terms not specifically defined herein shall have the meanings as set forth in Section 1 of the VS Terms of Service.

1. API LICENSE GRANT. Subject to your compliance with the API TOU, in addition to our Terms of Service and Privacy Policy, we grant you a non-exclusive, revocable, non-transferrable and non-sublicensable license to (a) access and use the VS APIs and API Documentation to receive, modify, use and display Patron Data from the Software in your website or native applications for mobile devices ("Your Application") subject to the permissions of the relevant Patron accounts; (b) use the VS APIs, API Documentation, or Patron Data to develop, test, and support Your Application; and (c) distribute Your Application to Patrons and to allow such Patrons to access your integration of the VS APIs within Your Application. You may not use the VS APIs for any other purpose without VS's prior written consent. If you are integrating with VS APIs in Your Application, you may charge for Your Application; however, you may not sell, rent, lease, sublicense, redistribute or syndicate access to the VS APIs.

2. TRADEMARK LICENSE GRANT. Subject to your compliance with the API TOU, we grant you a non-exclusive, revocable, non-transferrable and non-sublicensable license to reproduce and display the VS name and logo (the "VS Marks") in accordance with our trademark guidelines and solely to promote or advertise your integration of the VS APIs in Your Application.

3. RESERVATION OF LICENSED RIGHTS. All of our rights not granted by this API TOU are expressly reserved.

4. LICENSEE OBLIGATIONS. In connection with your use of the VS APIs, you must: (a) obtain the explicit consent of Patrons before collecting, using, posting or sharing any Patron Data obtained through the VS APIs on an Patron's behalf; (b) comply with the VS Terms of Service and Privacy Policy; (c) comply with any requirements or restrictions imposed on usage of Patron Data by the owner of such data. Although the VS APIs can be used to provide you with access to Patron Data, neither VS's provision of the VS APIs to you nor your use of the VS APIs overrides any requirements or restrictions place on such Patron Data by the Patron or a third party, including a VS Customer, with a legal interest in the Patron Data; (d) maintain a user agreement or terms of use and a privacy policy for Your Application, which is prominently identified or located where Patrons download or access Your Application. Your privacy policy must meet applicable legal standards and describe the collection, use, storage and sharing of Patron Data in clear, understandable and accurate terms. You must promptly notify us in writing via email to legal@vermontsystems.com of any breaches of your user agreement or privacy policy that impact or may impact users of the VS APIs, the Software or our Site; (e) obtain the consent of an Patron prior to deleting or destroying any of the Patron Data associated with their VS account; and (f) provide attribution to VS as the source of data in accordance with the following guidelines: (i) display a VS Mark so it is clear to the Patron that the data is from VS; (ii) link the logo in such VS Mark to www.vermontsystems.com; and (iii) comply at all times with trademark guidelines provided by VS when using or displaying the VS Marks.

5. USE RESTRICTIONS. You and Your Application may not: (a) access, store or share Patron Data to which the Patron has not granted you explicit access rights; (b) make requests that exceed our rate limit or use the VS APIs in a manner that impacts the stability of VS's servers or impacts the behavior of other applications using the VS APIs; (c) engage in any activity that compromises, breaks or circumvents any of our technical processes or security measures associated with the VS APIs, the Software or our Sites, or that poses a security vulnerability to any other Patron; (d) request or publish information impersonating an Patron or misrepresenting any Patron or other third party in requesting or publishing information; (e) create or disclose metrics about, or perform any statistical analysis of the VS APIs; (f) display VS's Marks or Patron Data in a manner that could reasonably



imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and VS, other than your permitted use of the VS APIs; (g) display Patron Data on any site that disparages VS or its products or services, or infringes any VS intellectual property or other rights; (h) copy, sell, rent, lease, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized under applicable statutory law), modify or alter any part of the VS APIs; (i) sell, rent, lease, share, transfer, assign, or sublicense any Patron Data or other information or data obtained through the VS APIs, directly or indirectly, to or with any third party, including any data broker, ad network, ad exchange or other advertising or monetization-related party; (j) use the Patron Data in any advertisements or for purposes of targeting advertisements (whether such advertisements appear in Your Application or elsewhere); (k) attempt to cloak or conceal your identify when requesting authorization to use the VS APIs; (l) use the VS API for any application that constitutes, promotes or is used primarily for the purpose of dealing in spyware or any other malicious programs or code, activities that violate any law or regulation, or any rights of any person including, but not limited to, intellectual property rights, and activities that, in VS's sole judgment, are offensive or might harm VS's business or its reputation; and (m) access the VS APIs or API Documentation in order to replicate or compete with the VS APIs, the Software, or our Sites.

6. USE LIMITATIONS. VS may limit the maximum Patron Data that may be accessed, the rate at which such Patron Data may be accessed, and/or the number of network calls that Your Application may make via the VS APIs. VS may change such usage limits at any time, and/or may utilize technical measures to prevent over-usage and/or stop usage of the VS APIs by an application after any usage limitations are exceeded.

7. FEES. VS reserves the right to charge you a fee per API call. Any fees associated with your access and/or use of the VS APIs shall be provided to you in a separate API Fee Schedule.

8. TERMINATION. Your license to utilize the VS APIs and VS Marks shall continue until it is terminated by either party as set forth in this provision. You may terminate this license at any time by discontinuing use of the VS APIs. VS may suspend or terminate your right and license to use all or any of the VS APIs or the API Documentation at any time, with or without cause, and with or without notice to you. Upon termination of your license for any reason, you shall destroy and remove from all computers, hard drives, networks and other storage media all copies of Patron Data and VS Marks.

9. WARRANTY DISCLAIMERS. VS does not represent and warrant that any VS APIs are free of inaccuracies, errors, bugs or interruptions, or are reliable, accurate, complete or otherwise valid. **THE VS APIS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES OF ANY KIND AND VS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE VS APIS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOUR USE OF THE VS APIS IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF ANY VS APIS INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.**

10. LIMITATION OF LIABILITY. VS SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE VS APIS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY OTHER PECUNIARY LOSS, WHETHER OR NOT VS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS API TOU (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

11. RELEASE AND WAIVER. To the maximum extent permitted by applicable law, you hereby release and waive all claims against VS, and its subsidiaries, affiliates, parent company, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the VS APIs, the Patron Data or the VS Marks. If you are a California resident, you waive your rights under California Civil Code 1542, which states: "A general release does not



extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights and benefits that you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

12. INDEMNIFICATION. To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless VS, and its subsidiaries, affiliates, parent company, officers, agents, attorneys, licensors, co-branders or other partners, and employees from any and all third party claims arising from or in any way related to your use of the VS APIs, including any liability or expense arising from all claims, losses, damages, liabilities, costs and fees (including reasonable attorneys' fees) of every kind and nature. Notwithstanding anything contained in the preceding sentence, (a) we will always be free to choose our own counsel if we pay for the cost of such counsel; and (b) no settlement may be entered into by you, without our express written consent (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions, (iii) the settlement does not include a full release of liability, or (iv) the settlement includes terms other than a full release of liability and the payment of money.

13. REMEDIES. You acknowledge that your breach of these API TOU may cause irreparable harm to VS, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which VS may be legally entitled, VS shall have the right to seek immediate injunctive relief in the event of a breach of these API TOU by you or any of your officers, employees, consultants or other agents.

14. PUBLICITY. You grant us the right to use your company name and logo as a reference for marketing or promotional purposes on our website and in other public and private communications with our existing or potential developers and customers, subject to your standard trademark usage guidelines as provided to us from time to time.

15. PARTY RELATIONSHIP. You and VS are independent contractors and these API TOU does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. You shall not have any authority to assume or create any obligation for or on behalf of VS, express or implied, and you shall not attempt to bind VS to any contract without its express consent.

16. DISPUTE RESOLUTION. Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this provision explains how claims (whether by you against us, or by us against you) will be resolved.

16.1 Definition. "Claim" means any current or future claim, dispute or controversy relating in any way to the API TOU. Claim includes (i) initial claims, counterclaims, cross-claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (iii) claims by or against any third party using or providing any product, service or benefit in connection with our agreement, the Site or our Services.

16.2 Claim Notice. Prior to beginning a lawsuit, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be emailed to VS, LLC, Subject Line: API Claim Notice, legal@vermontsystems.com.

16.3 Mediation. In mediation, a neutral party helps parties resolve a Claim. The mediation does not decide the Claim but helps the parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within



30 days after sending or receiving a Claim Notice, you or we may submit the Claim for mediation. Mediation fees will be split equally, and the location for mediation shall be mutually decided between you and us. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time; the process is non-binding. The submission or failure to submit a Claim to mediation will not affect your or our rights to elect to litigate.

16.4 Exception. If a Claim has an aggregate value of \$5,000 or less, or the Claim seeks injunctive relief, then either party may proceed directly to court and shall not be obligated to attend mediation as part of a dispute resolution process.

17. SEVERABILITY. If any provision of these API TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and that the other provisions remain in full force and effect.

18. GOVERNING LAW AND VENUE. These API TOU and the relationship between you and VS will be governed by the laws of the State of Vermont without regard to its conflict of law provisions. You and VS agree to submit to the personal jurisdiction of the courts located within the city of Burlington, Vermont.

19. NO WAIVER. VS's failure to exercise or enforce any right or provision of these API TOU shall not constitute a waiver of such right or provision.

20. SURVIVAL. Sections 3, 9, 10, 11, 12, 13, 16, 18 and 21 will survive the termination or expiration of these API TOU.

21. ENTIRE AGREEMENT. These API TOU, together with the VS Terms of Service and Privacy Policy, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any inconsistency between these API TOU and the VS Terms of Service and/or Privacy Policy, these API TOU shall control.

COOKIES

Effective July 1, 2020

Terms not defined in the Cookies Policy will have the meanings ascribed to them in the Privacy Policy and Terms of Service.

This Cookies Policy explains how we use cookies and similar technologies in the course of our business, including through our Site, and when Patrons access or use the Software or open emails delivered through the VS Services. The Cookies Policy explains what these technologies are and why we use them, as well as your rights to control our use of them. This Cookies Policy is and will be treated as part of our Privacy Policy and is automatically incorporated therein.

In some cases, we may use cookies and other tracking technologies described in this Cookies Policy to collect Personal Information, or to collect information that becomes Personal Information if we combine it with other information. For more information about how we process your Personal Information, please consult our Privacy Policy.

WHAT ARE COOKIES?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by online service providers in order to (for example) make their websites or services work, or to work more efficiently, as well as to provide reporting information.

Cookies set by the website owner or service provider (in this case, VS) are called "first-party cookies." Cookies set by parties other than the website owner or service provider are called "third-party cookies." Third party cookies enable third-party features or functionality to be provided on or through the website or service you are using (such as advertising, interactive content and analytics). The third parties that set these third-party cookies can recognize your computer both when it visits the website or service in question and also when it visits certain other websites or services.

WHY DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

We use first-party and third-party cookies for several reasons. Some cookies are required for technical reasons in order for our Site and the VS Services to operate, and we refer to these as "essential" or "strictly necessary" cookies. Other cookies enable us and the third parties we work with to track and target the interests of Visitors to the Site or Software, and we refer to these as "performance" or "functionality" cookies. For example, we use cookies to remember that you have visited the Site or used our VS Services before. This information allows us to identify the number of unique visitors we receive so that we can provide enough capacity to accommodate all users. We may also use cookies to collect data about the ways in which you interact with the VS Services (for example, when you use certain features or functionalities of the Software). Lastly, we may use cookies to collect anonymous statistical information about how you use the VS Services, including the length of your application session or the location from which you access our Software, so that we can improve the VS Services and learn which elements and functions are most popular with Customers or Patrons. Third parties may serve cookies through our Site or VS Services in order to provide their own services, collect data about the ways in which you interact across sites outside of the VS Services, or for other purposes.



HOW CAN YOU CONTROL COOKIES?

Browser Controls. Most web and mobile device browsers are set to automatically accept cookies by default. You can change your browser settings to prevent automatic acceptance of cookies, or to notify you each time a cookie is set. You also can learn more about cookies by visiting <http://www.allaboutcookies.org>, which includes additional useful information on cookies and how to block cookies on different types of browsers and mobile devices. Please note, however, that by blocking or deleting cookies you may not be able to take full advantage of the VS Services.

Disabling Most Interest Based Advertising. Most advertising networks offer you a way to opt out of Interest Based Advertising. If you would like to find out more information, please visit <http://www.aboutads.info/choices/> or <http://www.youronlinechoices.com>.

Do Not Track. Some internet browsers – like Internet Explorer, Firefox and Safari – include the ability to transmit "Do Not Track" or "DNT" signals. Since uniform standards for "DNT" signals have not been adopted, our Site and VS Services do not currently process or respond to "DNT" signals. To learn more about "DNT," please visit <https://allaboutdnt.com/>.

HOW OFTEN WILL WE UPDATE THIS COOKIES POLICY?

We may update this Cookies Policy from time to time for operational, legal or regulatory reasons. Please re-visit this Cookies Policy regularly to stay informed about our use of cookies and related technologies.

WHERE CAN I GET FURTHER INFORMATION?

If you have any questions about our use of cookies or other technologies, please email us at privacy@vermontsystems.com. You may also contact us by postal mail at:

RecTrac, LLC d/b/a Vermont Systems

Attn: Privacy

12 Market Place

Essex Junction, VT 05452



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Pryor, Oklahoma: 21 N. Vann: P.O. Box 246: 74362

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November 17, 2020

CSI Spectrum

Att: Blake B. Goodsell, General Counsel

600 Universal Park Place, Ste. 500

Birmingham, AL 35209

(Also by email to blake.goodsell@daxko.com)

Re: Pryor Creek Recreational Center (PCRC)
Agreement dated 01/22/20

Dear Mr. Goodsell,

As of this date the City stands by its position set forth in my October 2, 2020 letter regarding the invalidity of the contract signed by Rachel Sordahl and the notice to terminate services effective 2/1/2021 pursuant to the original agreement of 2/1/13 which was thereafter renewed on an annual basis by its terms.

If you are in possession of any documents inclusive of contracts following that of 2/1/13, emails, letters or the like upon which you rely for your position I request copies of same so that I can present them to our Mayor and City Council for their further consideration of the issue.

In addition to the foregoing materials requested in the preceding paragraph I request that you provide me with a proposed invoice for early termination as mentioned in your letter of October 28, 2020 so our Mayor and Council may be advised of your position on amounts alleged owing by you on an alleged early termination.

Sincerely,

K. Ellis Ritchie

cc: Mayor

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, NOVEMBER 17TH, 2020 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also e-mailed to The Paper newspaper and e-mailed to the Council members.

1. CALL TO ORDER, PRAYER, PLEDGE OF ALLEGIANCE, ROLL CALL.

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Kim Ritchie. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Briana Brakefield, Jimmy Tramel and Yolanda Thompson. Members absent: Randy Chitwood.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Police Chief Dennis Nichols, Fire Chief BK Young, Emergency Management Director Johnny Janzen, Street Superintendent Buddy Glenn, Golf Superintendent Dennis Bowman, Recreation Center Assistant Director Jerome Hopkins.

Others present: Police Captain Kevin Tramel, Police Officer Dustin VanHorn, Animal Control Officer Becki Sams-Benham, Brian and Ellen Knight, Justin James and Kimmie Shropshire.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.)

There were no petitions.

3. DEPARTMENT HEAD REPORTS IF NEEDED.

a. Building Inspector

No report.

b. Emergency Management

Janzen reported that the updated CodeRED contract will include automatic weather reports. Visit the County website to sign up for specific warnings you would like to receive after December 1st at no cost.

c. Fire

Chief Young reported on the resignations and new volunteers on tonight's agenda.

d. Golf

Bowman reported that this is an exciting time for the Golf Course. The weather is great, and there are several children practicing. He had a PGA business meeting recently. He now has his business plan completed and will share with the Park Board next week and then bring to Council. He is also working on marketing.

e. Library

Rerat provided a statistics sheet for the Council members to view in her absence.

f. Parks / Cemetery

No report.

g. Police

Chief Nichols had no report.

h. Recreation Center

Hopkins reported that things are going smoothly. They are now fully staffed. They have 21 new members. The pool is now open and they are training lifeguards. He reported that the Maintain Don't Gain Challenge begins tomorrow.

i. Street

Glenn reported that they have been dipping ditches, running the street sweeper, trimming trees and doing some concrete repair. The guardrail is up on Dog Pound Road and they are currently working on 29th Street. Gaither Road is complete, and they have worked on Lindley Lane. They are currently working on the cul-de-sacs off of 17th Street.

4. MAYOR'S REPORT:

a. CARES Reimbursement Account Report

Mayor Lees reported that there have been a few small expenditures this month.

b. Covid-19 Report

Mayor reported that there has been a lot of chatter in the media regarding Covid-19. He stated that since March there have been 9 deaths in Pryor and 17 in Mayes County. There have been 435 positive cases in Pryor and 1,266 in Mayes County since March. The local case fatality rate is 2%. On Thursday, November 19th, the Governor's newest Executive Order goes into effect for bars and restaurants. This will be posted on our website and social media outlets. Mayor urges everyone to "be who you need to be" for one another over the Thanksgiving holiday by masking, physical-distancing, hand sanitization, etc.

c. Pryor Creek Senior Citizen's Center / Sertoma / NEOK Freedom Tour

Mayor has asked that this report be postponed until the December 1st meeting, so that everyone can be onboard and prepared with the proper information.

5. PUBLIC HEARING

a. Enter Public Hearing

Rezoning Applicant: Brian and Ellen Knight requested a zoning change for the property in the City of Pryor, to-wit: Two tracts of land situated in Lot 20, Block 3 of the PIERRE CHOUTEAU ADDITION to the City of PRYOR CREEK, Mayes County, State of Oklahoma, according to the official Survey and Plat filed thereof, and being more particularly described as follows, to-wit:

Tract 1: Beginning at a point on the South Line of said Lot 20, Block 3, said point being 100.00 feet Northeasterly of the Southwest Corner of the East 100.00 feet of the West 140.00 feet of said Lot 20; Thence Northeasterly along said Southerly Lot Line a distance of 12.53 feet; Thence Northwesterly for a distance of 97.94 feet to a point on the Northerly Line of said Lot 20; Thence Northwesterly along the Northerly Line of said Lot 20 a distance of 7.62 feet; Thence Southerly for a distance of 99.35 feet to the point of beginning.

Tract 2: The Easterly 100 feet of the Westerly 140 feet of said Lot 20, Block 3, more particularly described as: Beginning at a point on the North Line of said Lot 20 a distance of 40.15 feet Easterly of the Northwest Corner of said Lot 20; Thence South 86° 08.015' East along the Northerly Line of said Lot 20 a distance of 100 feet; Thence South 0° 00.5' West parallel with the Westerly Line of said Lot 20 a distance of 99.14 feet to a point on the Southerly Line of said Lot 20; Thence South 84° 35.515' West along said Southerly Line a distance of 100 feet to a point 40.15 feet Easterly of the Southwest Corner of said Lot 20; Thence North 0° 00.5' East a distance of 115.45 feet to the point of beginning.

- **The present zoning designation for the property is RS (Residential Single). They are requesting a zoning change to RD (Residential Duplex).**

Motion was made by Shropshire, second by Smith to enter Public Hearing. Voting yes: Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel, Thompson. Voting no: none.

Ellen Knight gave a brief explanation for their zone-change request.

b. Exit Public Hearing

Motion was made by Ketcher, second by Nance to exit Public Hearing. Voting yes: Shropshire, Nance, Smith, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

6. DISCUSSION AND POSSIBLE ACTION ON APPLICANT'S REQUEST FOR REZONING FROM RS (RESIDENTIAL SINGLE) TO RD (RESIDENTIAL DUPLEX).

Motion was made by Brakefield, second by Smith to approve applicant's request for rezoning from RS (Residential Single) to RD (Residential Duplex). Voting yes: Nance, Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

7. PUBLIC HEARING

a. Enter Public Hearing

Rezoning Applicant: Justin James with James Properties requested a zoning change for the property in the City of Pryor, to-wit: A tract of land situated in the Southwest Quarter of the Northeast Quarter of the Northwest Quarter (SW¹/₄NE¹/₄NW¹/₄) of Section Seventeen (17), Township Twenty-one (21) North, Range Nineteen (19) East of the Indian Base and Meridian in Pryor Creek, Mayes County, State of Oklahoma and more particularly described as follows, to-wit: Beginning at a point on the South Right-of-Way of State Highway No. 20 and the East Line of said SW¹/₄NE¹/₄NW¹/₄, 50.94 feet South of the Northeast Corner thereof; Thence South 01° 37' 42" East for a distance of 106.56 feet and along said East Line to a point on the North Line of the HIRZEL ADDITION to the City of PRYOR CREEK; Thence South 88° 12' 35" West for a distance of 475.39 feet and along said North Line; Thence North

01° 37' 02" West for a distance of 141.03 feet to a point on said South Right-of-Way; Thence North 87° 37' 45" East for a distance of 204.29 feet and along said Right-of-Way; Thence along a curve to the right having a radius of 2,242.53 feet and an arc length of 273.61 feet, being subtended by a chord of South 84° 06' 40" East for a distance of 273.45 feet and along said Right-of-Way to the point of beginning, LESS AND EXCEPT Tract 2, a tract of land situated in the SW/4 of the NE/4 of the NW/4 of Section 17, Township 21 North, Range 19 East of the Indian Base and Meridian in Pryor Creek, Mayes County, Oklahoma and more particularly described as follow to-wit:
Commencing at the Northeast Corner of said SW/4 of the NE/4 of the NW/4.

THENCE South 01 degrees 37 minutes 42 seconds East for a distance of 157.51 feet and along the East Line of said SW/4 of the NE/4 of the NW/4 to a point on the North Line of the HIRZEL ADDITION to the City of Pryor Creek;

THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 391.39 feet to the point of beginning.

THENCE South 88 degrees 12 minutes 35 seconds West for a distance of 84.00 feet and along said North line;

THENCE North 01 degrees 37 minutes 02 seconds West for a distance of 141.03 feet to a point on the South Right-of-Way of State Highway No.20;

THENCE North 87 degrees 37 minutes 45 seconds East for a distance of 84.00 feet and along said right-of-way;

THENCE South 01 degrees 37 minutes 12 seconds East for a distance of 141.88 feet to the point of beginning. This legal description was prepared by G. Michael Finnell, P.L.S. #1107, on 9/30/2016.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.2728 acres more or less.

- The present zoning designation for the property is RD (Residential Duplex). They are requesting a zoning change to C/AR (Commercial / Automotive Recreation).

Motion was made by Ketcher, second by Smith to enter Public Hearing. Voting yes: Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

b. Exit Public Hearing

Motion was made by Ketcher, second by Smith to exit Public Hearing. Voting yes: Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Voting no: none.

8. DISCUSSION AND POSSIBLE ACTION ON APPLICANT’S REQUEST FOR REZONING FROM RD (RESIDENTIAL DUPLEX) TO C/AR (COMMERCIAL / AUTOMOTIVE RECREATION).

Motion was made by Smith, second by Nance to approve applicant’s request for rezoning from RD (Residential Duplex) to C/AR (Commercial / Automotive Recreation). Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield. Voting no: none.

9. CITY ATTORNEY’S REPORT:

City Attorney had no report.

10. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)

- Approve minutes of the November 3rd, 2020 Council meeting.
- Approve payroll purchase orders through November 27th, 2020.
- Approve claims for purchase orders through November 17th, 2020.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2020201191 - 2020201199	192,735.45
STREET & DRAINAGE	2020201199 – 2020201100	155,390.12
GOLF COURSE	2020201084 - 2020201130	5,089.33
CAPITAL OUTLAY	911173B - 2020201194	12,733.90
REAL PROPERTY ACQUIS.	2020201198 - 2020201188	6,470.00
RECREATION CENTER	2020201086 - 2020201112	24,149.29
PPWA	2020201180	2,200.00
E-911	911162B	1,554.90
TOTAL		400,322.99

NO BLANKETS

- Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- Discussion and possible action regarding the Hotel / Motel Tax Allocation Fund Grant Application from Pryor Area Chamber of Commerce in the amount of \$2,500.00 for the annual Christmas Parade of Lights to be held on Thursday, December 3rd, 2020.

- f. Discussion and possible action regarding transfer of \$200,000.00 from Fire Department Capital Outlay Account #44-445-5422 to Fund 45 savings, as budgeted in the 2020-2021 Capital Outlay budget.
- g. Discussion and possible action regarding purchase of seven (7) iPad Air 4's at \$629.99 each, with protective cases at \$67.49 each, and two (2) iPad Pro's at \$1,049.99 each with cases at a total of \$7,117.32 for the Pryor Creek Fire Department from Fire Department Capital Outlay Account #44-445-5422, as budgeted in the 2020-2021 Capital Outlay budget. State Contract pricing.
- h. Discussion and possible action regarding purchase of 14 Dell OptiPlex 7080 Computer Towers from Dell Marketing LP, at the State contract price of \$870.00 each for a total of \$12,180.00 for the Pryor Creek Police Department, from Police Department Capital Outlay Account #44-445-5424, as budgeted in the 2020-2021 Capital Outlay budget. State Contract pricing.
- i. Discussion and possible action authorizing Mayor to sign the Emergency Management Performance Grant (EMPG 999) for the Federal Fiscal Year of 2020 – 2021, in the amount of \$10,000.00.
- j. Discussion and possible action regarding accepting the resignation of Zach Baumert from his position as Pryor Creek Volunteer Firefighter.
- k. Discussion and possible action regarding accepting the resignation of Travis Lary from his position as Pryor Creek Volunteer Firefighter.
- l. Discussion and possible action regarding accepting the resignation of Nate Cooper from his position as Pryor Creek Volunteer Firefighter.
- m. Discussion and possible action regarding accepting the resignation of Trent Young from his position as Pryor Creek Volunteer Firefighter.
- n. Discussion and possible action regarding hiring Nate Wolfe to fill vacant Volunteer Firefighter position at the Pryor Creek Fire Department.
- o. Discussion and possible action regarding hiring Brayden Penderson to fill vacant Volunteer Firefighter position at the Pryor Creek Fire Department.

Motion was made by Ketcher, second by Smith to approve items a – o, less items a, f and i. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield, Tramel. Voting no: none.

a. Approve minutes of the November 3rd, 2020 Council meeting.

Motion was made by Smith, second by Shropshire to approve minutes of the November 3rd, 2020 Council meeting. Voting yes: Ketcher, Shropshire, Smith, Brakefield, Thompson. Abstaining, counting as a no vote: Nance and Tramel. Voting no: none.

f. Discussion and possible action regarding transfer of \$200,000.00 from Fire Department Capital Outlay Account #44-445-5422 to Fund 45 savings, as budgeted in the 2020-2021 Capital Outlay budget.

Motion was made by Smith, second by Shropshire to approve transfer of \$200,000.00 from Fire Department Capital Outlay Account #44-445-5422 to Fund 45 savings, as budgeted in the 2020-2021 Capital Outlay budget. Voting yes: Shropshire, Nance, Smith, Brakefield, Tramel, Thompson, Ketcher. Voting no: none.

i. Discussion and possible action authorizing Mayor to sign the Emergency Management Performance Grant (EMPG 999) for the Federal Fiscal Year of 2020 – 2021, in the amount of \$10,000.00.

Motion was made by Brakefield, second by Smith to approve authorizing Mayor to sign the Emergency Management Performance Grant (EMPG 999) for the Federal Fiscal Year of 2020 – 2021, in the amount of \$10,000.00. Smith stated that he must abstain on this item, and he took a moment to thank Johnny Janzen and Michael Dunham for all they have done for Mayes County. Voting yes: Nance, Brakefield, Tramel, Thompson, Ketcher, Shropshire. Abstaining, counting as a no vote: Smith. Voting no: none.

11. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Brakefield reported that the Budget and Personnel Committee will meet Tuesday, December 8th, 2020 at 5:30 p.m.

b. Ordinance and Insurance (Shropshire)

Shropshire reported that they plan to meet on Monday, November 30th.

c. Street (Smith)

Smith reported that they are working on the agenda for the meeting next Tuesday.

12. UNFORESEEABLE BUSINESS.

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

13. ADJOURN.

Motion was made by Ketcher, second by Nance to adjourn. Voting yes: Smith, Brakefield, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

**PRYOR PUBLIC WORKS AUTHORITY
1. CALL TO ORDER.**

Meeting was called to order at 6:55 p.m.

2. APPROVE MINUTES OF NOVEMBER 3RD, 2020 MEETING.

Motion was made by Smith, second by Shropshire to approve minutes of November 3rd, 2020 meeting. Voting yes: Brakefield, Thompson, Ketcher, Shropshire, Smith. Abstaining, counting as a no vote: Tramel and Nance. Voting no: none.

3. UNFORESEEABLE BUSINESS.

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

4. ADJOURN.

Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Brakefield. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

MINUTES WRITTEN BY CITY CLERK / P.P.W.A. SECRETARY EVA SMITH

From: **Lynam, Kimberly** <klynam@k12.com>
Date: Thu, Oct 22, 2020 at 10:31 AM
Subject: Oklahoma Virtual Charter Academy - Facility Rental - State Testing
To: goossena@pryorcreek.org <goossena@pryorcreek.org>

Hello! Thank you very much for visiting with me on the phone today.

As we discussed, I would like to provide you with a summary of what our plans and needs are in regards to state testing in April. OVCA and ISOK are public online schools, and as such we are expected to provide state testing opportunities for students across the state. We would need space for the week of April 5 through April 10 for our high school students and April 20 through May 4 for our younger students.

We would be following all federal, state, and local COVID guidelines to ensure the safety of our students, our staff and the community. Foot traffic will be very limited both to protect the students and families as well as provide a quiet testing environment.

We will be providing all technology necessary for testing, including computers and internet connections.

If you have 2 rooms available (even for a portion of the requested dates), that would meet our needs even more by allowing more space between testing students.

Our needs from our sites include: tables and chairs for testers, an area outside the testing room for sign in and sign out (hallway is fine for this purpose) and electrical outlet access.

Once everything is approved, I will need a quote for the total cost, including any necessary deposit as well as a copy of your W-9 and any necessary agreements for our Head of School to approve and sign.

I understand that in these times of uncertainty, some public spaces will simply be unable to accommodate our needs. If you are unable to provide the space for testers, I would deeply appreciate any other contacts you might be able to provide in your community who might be able to help us with testing spaces.

Thank you so much for your time and willingness to help us serve our students living in the northeast part of Oklahoma!



Kim Lynam

Testing Coordinator - **OVCA** and **ISOK**

p: 405.259.9478 ext.2023

f: 405.259.8332

"Furious, fearful, tongue-tied. They're all super powers if you use them properly." ~from Doctor Who

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11/17/2020

City of Pryor Creek Mail - Fwd: Oklahoma Virtual Charter Academy - Facility Rental - State Testing

system. It is the responsibility of the recipient to ensure that this Email is virus-free, and the sender accepts no responsibility for any loss or damage.

table

	<i>Canopy</i> * John Deere 2-yr. lin	<i>Canopy</i> ProTurf Toro 2-yr. Ltd	<i>no canopy w/ fair</i> RGT Jacobson 2-yr. lin
A) Fairway Mower	59,877.72 ^w	66,289.40 ^{w/}	60,560 ^{w/options}
^B demo 49,995 ^{w/}	55,951.40 ^{w/}	61,246.20 ^{w/}	55,760 ^{w/options}
C) Greens Aerator	20,000.00	*35,698.00	—
E) Deep Tine Aerator →	^{piston drive} 39,900. ^{new}	^{piston drive} 27,592.18	10,210.00 ^{drum drive}
^{JD} ^{20-yr. life cycle} ^{w/ demo}	35,100. ^{demo}		
D) Equipment Lift	* 6,087 ^{w/ options}	7,621	6,408.
Budget	\$130,000.00		

748.10
under
w/ Toro x 2

REQUESTS FOR PROPOSALS FOR A RIDING FAIRWAY MOWER FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter “City”) seeks Proposals for the Purchase of Riding Fairway Mower for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Riding Fairway Mower.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2” x 11” paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

III. SPECIFICATIONS FOR Fairway Mower

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Engine 3 Cylinder turbo Diesel: _____ HP: _____

Electrical: • "Reverse" Warning Comply _____

• Oil Warning Gauge Comply _____

• Fuel Tank Capacity Show _____

• Fuel Gauge Show _____

Mower Light Kit.

Cutting Width 100 inches: _____

Minimum 8 Blade Cutting Unit _____

Rear Roller Scrapers _____

3 inch Composite Grooved Front Rollars _____

Canopy Top with Fan _____

Air Ride Suspension _____

Power Steering: _____

On Board Backlapping: _____

- **Two Wheel Traction Drive:** _____
- **Hydraulic Reel Drive:** _____
- **Hydraulic System:** _____
- **Height of cut Range:** _____
- **Cutting Frequency:** _____
- **Hydraulic Leak Detection System:** _____

Hour Meter Comply _____

Mowing Speed: _____

Transport Speed: _____

Additional Options:

1. Mower grass baskets cost: _____

2. Rear Roller Brush Kit cost: _____

Technical Service Manual Comply _____

**TRAINING ON HOW TO USE and
Maintain:** _____

All freight and on-site pre-charges should Comply/Show _____

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: _____

**Service
Requirements**

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No_____

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Golf Fairway Mower With Options \$_____

2. Golf Fairway Mower Without Options \$_____

**Service
Requirements**

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No ✓

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Golf Fairway Mower With Options \$ 59,877.72

2. Golf Fairway Mower Without Options \$ 55,951.40

Demo \$49,995



JOHN DEERE

Selling Equipment



Quote Id: 22654695

Customer: PRYOR CREEK GOLF COURSE

JOHN DEERE 7700A PrecisionCut Fairway Mower

Hours:

Stock Number:

			Selling Price
			\$ 59,877.72
Description	Qty	Unit	Extended
7700A PrecisionCut Fairway Mower	1	\$ 62,655.00	\$ 62,655.00
Standard Options - Per Unit			
United States and Canada	1	\$ 0.00	\$ 0.00
All Other countries (English/Spanish)	1	\$ 0.00	\$ 0.00
2WD Traction Unit	1	\$ 0.00	\$ 0.00
Quick Adjust 7 (QA7) 8-blade Cutting Units	1	\$ 15,842.00	\$ 15,842.00
76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	\$ 1,390.00	\$ 1,390.00
QA7 Cutting Unit and Rear Roller	1	\$ 805.00	\$ 805.00
Power Brush ONLY Counterweights			
(5) QA7 22" Rear Roller Power Brushes	1	\$ 820.00	\$ 820.00
(5) QA7 Rear Roller Power Brush Drive	1	\$ 2,242.00	\$ 2,242.00
Air Ride Suspension Kit	1	\$ 857.00	\$ 857.00
(3) Front Grass Catchers and (2) Rear Grass Catchers with Latch Style Mounting System for QA7 Cutting Units	1	\$ 2,268.00	\$ 2,268.00
Standard Options Total			\$ 24,224.00
Dealer Attachments			
COOLTOP CANOPY	1	\$ 800.00	\$ 800.00
Dealer Attachments Total			\$ 800.00
Value Added Services Total			\$ 0.00
Suggested Price			\$ 87,679.00
Customer Discounts			
Customer Discounts Total		\$ -27,801.28	\$ -27,801.28
Total Selling Price			\$ 59,877.72

Quote Summary

Prepared For:
 PRYOR CREEK GOLF COURSE
 724 E 530
 PRYOR, OK 74361
 Business: 918-825-3056
 bowmand@pryorcreek.org

Prepared By:
 Cole Combs
 P & K Equipment, Inc.
 604 Eastgate Street
 Stillwater, OK 74074
 Phone: 405-743-4050
 ccombs@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

Quote Id: 22654695
Created On: 28 August 2020
Last Modified On: 20 November 2020
Expiration Date: 30 September 2020

WARRANTY INFORMATION: FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 7700A PrecisionCut Fairway Mower	\$ 59,877.72 X	1 =	\$ 59,877.72
Equipment Total			\$ 59,877.72

Quote Summary	
Equipment Total	\$ 59,877.72
SubTotal	\$ 59,877.72
Est. Service Agreement Tax	\$ 0.00
Total	\$ 59,877.72
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 59,877.72

Salesperson : X _____

Accepted By : X _____

Quote Summary

Prepared For:
 PRYOR CREEK GOLF COURSE
 724 E 530
 PRYOR, OK 74361
 Business: 918-825-3056
 bowmand@pryorcreek.org

Prepared By:
 Cole Combs
 P & K Equipment, Inc.
 604 Eastgate Street
 Stillwater, OK 74074
 Phone: 405-743-4050
 ccombs@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

Quote Id: 22654695
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By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 7700A PrecisionCut Fairway Mower	\$ 55,951.40 X	1 =	\$ 55,951.40
Equipment Total			\$ 55,951.40

Quote Summary	
Equipment Total	\$ 55,951.40
SubTotal	\$ 55,951.40
Est. Service Agreement Tax	\$ 0.00
Total	\$ 55,951.40
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 55,951.40

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 22654695

Customer: PRYOR CREEK GOLF COURSE

JOHN DEERE 7700A PrecisionCut Fairway Mower

Hours:

Stock Number:

			Selling Price
			\$ 55,951.40
Description	Qty	Unit	Extended
7700A PrecisionCut Fairway Mower	1	\$ 62,655.00	\$ 62,655.00
Standard Options - Per Unit			
United States and Canada	1	\$ 0.00	\$ 0.00
All Other countries (English/Spanish)	1	\$ 0.00	\$ 0.00
2WD Traction Unit	1	\$ 0.00	\$ 0.00
Quick Adjust 7 (QA7) 8-blade Cutting Units	1	\$ 15,842.00	\$ 15,842.00
76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	\$ 1,390.00	\$ 1,390.00
QA7 Cutting Unit ONLY Counterweights	1	\$ 361.00	\$ 361.00
Air Ride Suspension Kit	1	\$ 857.00	\$ 857.00
Standard Options Total			\$ 18,450.00
Dealer Attachments			
COOLTOP CANOPY	1	\$ 800.00	\$ 800.00
Dealer Attachments Total			\$ 800.00
Value Added Services Total			\$ 0.00
Suggested Price			\$ 81,905.00
Customer Discounts			
Customer Discounts Total		\$ -25,953.60	\$ -25,953.60
Total Selling Price			\$ 55,951.40

Quote Summary

Prepared For:
 PRYOR CREEK GOLF COURSE
 724 E 530
 PRYOR, OK 74361
 Business: 918-825-3056
 bowmand@pryorcreek.org

Prepared By:
 Cole Combs
 P & K Equipment, Inc.
 604 Eastgate Street
 Stillwater, OK 74074
 Phone: 405-743-4050
 ccombs@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

WARRANTY INFORMATION: FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

Quote Id: 22654695
Created On: 28 August 2020
Last Modified On: 20 November 2020
Expiration Date: 30 September 2020

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary	Selling Price	Qty	Extended
2018 JOHN DEERE 7700A PrecisionCut Fairway Mower - 1TC770AVAJR050065	\$ 49,995.00 X	1 =	\$ 49,995.00
Equipment Total			\$ 49,995.00

Quote Summary	
Equipment Total	\$ 49,995.00
SubTotal	\$ 49,995.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 49,995.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 49,995.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 22654695

Customer: PRYOR CREEK GOLF COURSE

2018 JOHN DEERE 7700A PrecisionCut Fairway Mower - 1TC770AVAJR050065

Hours: 192
Stock Number: 265709

			Selling Price
			\$ 49,995.00
Description	Qty	Unit	Extended
7700A PRECISIONCUT FAIRWAY	1	\$ 70,319.00	\$ 70,319.00
Standard Options - Per Unit			
COUNTRY CODES-US/CANADA	1	\$ 0.00	\$ 0.00
LANGUAGE CODE-ENGLISH	1	\$ 0.00	\$ 0.00
2WD TRACTION UNIT	1	\$ 0.00	\$ 0.00
CUTTING UNIT (22QA7 8-BLADE)	1	\$ 0.00	\$ 0.00
3" HD GRV RLRS-	1	\$ 0.00	\$ 0.00
COUNTER WT.,CUT UNIT ONLY	1	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00
Other Charges			
Freight	1	\$ 778.35	\$ 778.35
FRT DISC	1	\$ -778.35	\$ -778.35
Suggested Price			\$ 70,319.00
Customer Discounts			
Customer Discounts Total		\$ -20,324.00	\$ -20,324.00
Total Selling Price			\$ 49,995.00

REQUESTS FOR PROPOSALS FOR A RIDING FAIRWAY MOWER
FOR THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Riding Fairway Mower for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Riding Fairway Mower.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

III. SPECIFICATIONS FOR Fairway Mower

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Engine 3 Cylinder turbo Diesel: _____ HP: 36.8 HP

Electrical: • "Reverse" Warning Comply NO

• Oil Warning Gauge Comply Yes

• Fuel Tank Capacity Show 14 Gallons

• Fuel Gauge Show Yes

Mower Light Kit.

Cutting Width 100 inches: Yes

Minimum 8 Blade Cutting Unit Yes

Rear Roller Scrapers Yes

3 inch Composite Grooved Front Rollars Yes

Canopy Top with Fan Yes

Air Ride Suspension Yes

Power Steering: Yes

On Board Backlapping: Yes

- Two Wheel Traction Drive: Yes
- Hydraulic Reel Drive: Yes
- Hydraulic System: Yes
- Height of cut Range: 1/4" to 3" Depending on Reel/ Bedknife Setup
- Cutting Frequency: _____
- Hydraulic Leak Detection System: Yes

Hour Meter Comply Yes

Mowing Speed: 0 - 8 mph

Transport Speed: 0 - 10 mph

Additional Options:

1. Mower grass baskets cost: \$2135.00

2. Rear Roller Brush Kit cost: \$3164.41

Technical Service Manual Comply Available for purchase

TRAINING ON HOW TO USE and

Maintain: Yes

All freight and on-site pre-charges should Comply/Show Yes

Delivery Requirements

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: 2/1/2021

**Service
Requirements**

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No Yes

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Golf Fairway Mower With Options \$ 66,289.40

2. Golf Fairway Mower Without Options \$ 61,246.20

Tines set up for four (3/4) inch mounts. Yes

Core Solution Attachment or Similar: Yes

Technical Service Manual Comply Available for Purchase

TRAINING ON HOW TO USE and

Maintain: Yes

All freight and on-site pre-charges should Comply/Show Yes

Delivery

Requirements

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: 2/1/2021

Service

Requirements

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No Yes

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Greens Fairway Aerator as specs \$ 35,698

authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

III. SPECIFICATIONS FOR Greens Aerator

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Engine 2 Cylinder air cooled ; air cooled HP minimum is 23hp: 23 hp

Electrical: • "Reverse" Warning Comply No

• Fuel Tank Capacity Show 7.5 gallons

• Fuel Gauge Show No

Hour Meter Comply yes

Aerator Speed: 0.77 - 1.51 mph (variable hydraulic drive)

Transport Speed: 0 - 3.5 mph (variable hydraulic drive)

Hydraulic System: Remote spin on filter. 3 gallon

Drivetrain: Hydrostatic

Dimensions: 105" long x 50" wide (43" Tracking width)

Windrower Kit: Optional

Tire Scrapers: Optional

Rear Roller Kit: Yes

Tines set up for quad mini tines (10): Yes


One complete set of mini tines included: Optional

One complete set of 1/2 inch hollow core tines included: Optional

One complete set of 3/8 inch hollow core tines included: Optional

ProCore® 648 Specifications*

PRO CORE 648, MODEL 15730																					
ENGINE	Kohler®, 2-cylinder, air-cooled, 23 hp (17.3 kW) gross, 19 hp (14.2 kW) net @ 3000 rpm, 41 cu-in. (674 cc) displacement. Dry, large capacity, replaceable element air filter. External spin-on oil filter, 2-gal. (7.6-l) oil.																				
FUEL CAPACITY	7.5 gallons (28.4 liter), gasoline.																				
ELECTRICAL	12-volt, 15 amp regulated charging alternator/generator. IEC Group No.: U1 battery, 300 cold cranking amps @ 0°F. Micro-processor (logic control).																				
DRIVETRAIN	3WD, Series-Parallel hydrostatic, closed loop. Variable displacement piston type pump. High-torque, low-speed wheel motor drive.																				
HYDRAULIC SYSTEM	Remote spin-on filter, 3.0- gallon (13.2 liter), Mobilfluid 624 (std.) or Mobil EAL biodegradable (opt.).																				
CONSTRUCTION	Welded steel frame with cast crank and arm assembly.																				
TIRES	20 x 10-10, 2-ply rated, smooth tread, tubeless, inflated to 12 psi, de-mountable rims.																				
BRAKES	Dynamic braking through hydrostatic transmission. Hand actuated parking brake.																				
GROUND SPEED	<table border="0"> <tr> <td>Transport:</td> <td></td> <td>Aerating:</td> <td></td> </tr> <tr> <td>Forward:</td> <td>0-9.5 mph (0-6.4 km/h), variable</td> <td>Option 1:</td> <td>1.5' (3.8 cm) spacing (2 x 1.5' pattern, 4-tine head)</td> </tr> <tr> <td>Reverse:</td> <td>0-2.9 mph (0-3.2 km/h), variable</td> <td>Option 2:</td> <td>2.0' (5.1 cm) spacing (2 x 2.0' pattern, 4-tine head)</td> </tr> <tr> <td>Aerating:</td> <td>0.77-1.51 mph (1.23-2.42 km/h), variable</td> <td>Option 3:</td> <td>2.5' (6.4 cm) spacing (2 x 2.5' pattern, 4-tine head)</td> </tr> <tr> <td></td> <td></td> <td>Option 4:</td> <td>3.0' (7.6 cm) spacing (2 x 3.0' pattern, 4-tine head)</td> </tr> </table>	Transport:		Aerating:		Forward:	0-9.5 mph (0-6.4 km/h), variable	Option 1:	1.5' (3.8 cm) spacing (2 x 1.5' pattern, 4-tine head)	Reverse:	0-2.9 mph (0-3.2 km/h), variable	Option 2:	2.0' (5.1 cm) spacing (2 x 2.0' pattern, 4-tine head)	Aerating:	0.77-1.51 mph (1.23-2.42 km/h), variable	Option 3:	2.5' (6.4 cm) spacing (2 x 2.5' pattern, 4-tine head)			Option 4:	3.0' (7.6 cm) spacing (2 x 3.0' pattern, 4-tine head)
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INSTRUMENTATION	Hour meter, tachometer.																				
CONTROLS	Hand controlled bail on handle, coring head lifts and de-clutches if control bail is released. Parking brake and transaxle shift on handle. Coring head raise/lower switch on handle outside. Side controls with ignition, aeration spacing, manual ground follow and system tests. Keratin depth adjustment on coring head. Throttle and choke on engine.																				
INTERLOCKS	Clutch latch, traction neutral, coring head raise/lower.																				
DIMENSIONS	<table border="0"> <tr> <td>Length</td> <td>Width</td> <td>Height</td> <td>Wheelbase</td> <td>Track Width</td> <td>Weight (dry)</td> <td>Ground Clearance</td> </tr> <tr> <td>106.3 (2654 cm)</td> <td>50.72 (1272 cm)</td> <td>Head Raise 49" (1243 cm) Head Lower 24.5" (617 cm) Top of Handle 41.6" (1041 cm)</td> <td>66.3 (168 cm)</td> <td>38.3 (973 cm)</td> <td>1590 lbs. (722 kg)</td> <td>4.35 (111 cm)</td> </tr> </table>	Length	Width	Height	Wheelbase	Track Width	Weight (dry)	Ground Clearance	106.3 (2654 cm)	50.72 (1272 cm)	Head Raise 49" (1243 cm) Head Lower 24.5" (617 cm) Top of Handle 41.6" (1041 cm)	66.3 (168 cm)	38.3 (973 cm)	1590 lbs. (722 kg)	4.35 (111 cm)						
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CERTIFICATION	ANSI B71.4-2017, CE & EU machinery directives.																				
WARRANTY	Two-year or 500 hour limited warranty. Refer to the Operator's Manual for further details.																				

TIRE HEADS																																	
TIRES	<table border="0"> <tr> <th>Model</th> <th>Description</th> <th>Lateral Spacing</th> <th>Mount Diameter</th> </tr> <tr> <td>09739</td> <td>Needle Tire</td> <td>1.6" (2.8 cm)</td> <td>N/A</td> </tr> <tr> <td>09736</td> <td>Mini-Tine (2 rows of 9)</td> <td>1.6" (2.8 cm)</td> <td>3/8"</td> </tr> <tr> <td>09737</td> <td>Mini-Tine (1 row of 6)</td> <td>1.5" (3.5 cm)</td> <td>3/8"</td> </tr> <tr> <td>09794</td> <td>3-Tine 216"</td> <td>2.6" (6.8 cm)</td> <td>3/4"</td> </tr> <tr> <td>09796</td> <td>4-Tine 216"</td> <td>2" (5.1 cm)</td> <td>3/4"</td> </tr> <tr> <td>09797</td> <td>3-Tine 718"</td> <td>2.6" (6.8 cm)</td> <td>7/8"</td> </tr> <tr> <td>09719</td> <td>Quick-Change 4-Tine</td> <td>2" (5.1 cm)</td> <td>3/4" or 7/8"</td> </tr> </table>	Model	Description	Lateral Spacing	Mount Diameter	09739	Needle Tire	1.6" (2.8 cm)	N/A	09736	Mini-Tine (2 rows of 9)	1.6" (2.8 cm)	3/8"	09737	Mini-Tine (1 row of 6)	1.5" (3.5 cm)	3/8"	09794	3-Tine 216"	2.6" (6.8 cm)	3/4"	09796	4-Tine 216"	2" (5.1 cm)	3/4"	09797	3-Tine 718"	2.6" (6.8 cm)	7/8"	09719	Quick-Change 4-Tine	2" (5.1 cm)	3/4" or 7/8"
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 <p>Over 100 Titan Tires in multiple varieties available from Toro. See the Toro Titan Tires Catalog or visit www.toro.com/titantires</p>																																	

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See literature for details on all warranties.





Professional Turf Products, L.P.
 2201 N Beech Ave
 Broken Arrow, OK 74012
 Ryan Haskins
 (918) 630 3461
 haskinsr@proturf.com



Count on It.

Ship To	Pryor Creek Golf Course	Date:	11/17/2020
Bill To		Tax Rate	
Contact	Dennis Bowman	Destination	1.50%
Address	724 E. 530 St., Pryor Creek, OK 74361	Trade-In	
		Finance	
Phone	(918) 825 3056	Account Type	STD
Email		QMS: ID	Q57363
Comments:	Oklahoma State Contract Pricing SW-190		

Proposal

Qty	Model #	Description	Unit	Extended
1	03607	Reelmaster 5510-D	\$ 44,477.25	\$ 44,477.25
5	03639	22 Inch 7-Inch, 8-Blade (Fsr) Forward Swept Reel Edgeseries	\$ 2,760.00	\$ 13,800.00
1	30669	Universal Sunshade, White	\$ 575.25	\$ 575.25
1	03247	Operator Cooling Fan	\$ 204.75	\$ 204.75
1	03248	Universal Sunshade Switch Panel	\$ 180.75	\$ 180.75
1	138-2994	Power Harness Kit	\$ 140.79	\$ 140.79
1	30093	800 Hour MVP Filter Kit	\$ 206.63	\$ 206.63
1	03667	Seat Suspension, Air Ride	\$ 503.25	\$ 503.25
1	03408	7 Inch Powered Rear Roller Brush For Cutting Units Without Groomers (Kit Of 5)	\$ 2,759.25	\$ 2,759.25
5	137-0842	Heavy Duty Brush For 22 Inch Rear Roller Brush Kit	\$ 71.68	\$ 358.39
5	03415	Flexible Grass Basket (22 in)	\$ 381.75	\$ 1,908.75
1	110-9604	Rear Lift Cyl Limit Kit (1 per Traction Unit)	\$ 194.69	\$ 194.69
		Toro Reelmaster 5510-D		\$ 65,309.75

SubTotal	\$	65,309.75
Destination	\$	979.65
Tax (Estimated)	\$	
TOTAL	\$	66,289.40

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



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1	30093	800 Hour MVP Filter Kit	\$ 206.63	\$ 206.63
1	03667	Seat Suspension, Air Ride	\$ 503.25	\$ 503.25
1	03405	7-inch Weight for CUs with No Attachments (Kit of 5)	\$ 429.75	\$ 429.75
		Reelmaster 5510-D		\$ 60,518.42
SubTotal			\$	60,518.42
Destination			\$	907.78
Tax (Estimated)			\$	-
TOTAL			\$	61,426.20

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

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This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

November 16, 2020

City of Pryor, Dennis Bowman

12 North Rowe St.

Pryor, OK 74361

Phone: 9188253056

Dear City of Pryor,

Professional Turf Products- Broken Arrow would like to thank you for this opportunity to provide a quote for the Toro equipment designed to fit your needs. We are confident that Toro products will be an excellent solution for your unique application.

When you purchase your Toro equipment with Professional Turf Products- Broken Arrow, you can be assured that our dedicated staff is available to help any way we can – your satisfaction is our priority.

Your customized quote is detailed on the following pages. We hope this will assist you in making the best decision possible. We appreciate the time you took in providing us with the information needed to customize the Toro equipment best suited for you.

As you review our proposal, please feel free to contact us if you have any questions. We would be happy to assist you in any way we can.

It has been a privilege to provide this quote to you and we believe Toro is an excellent product that will exceed your expectations for years to come.

Thank you,



Ryan Haskins, Account Executive

Professional Turf Products- Broken Arrow

Phone: 9186303461

haskinsr@proturf.com

References

John Babe, GCS

Forest Ridge Golf Club

Phone: 9186058118

Brady Finton, GCS

Tulsa Country Club

Phone: 9188522408

Dan Robinson, GCS

The Oaks Country Club

Phone: 9187246053

Chris Cook, GCS

Bailey Ranch Golf Club

Phone: 9182721175

Devin O'neil, GCS

The Golf Club of Oklahoma

Phone: 4058220927

Jeremy Dobson, GCS

The Patriot Golf Club

Phone: 9188103057

Scott Schurman, GCS

LaFortune Park Golf Course

Phone: 3082400606

TORO

Reelmaster® 5410/5510/5610

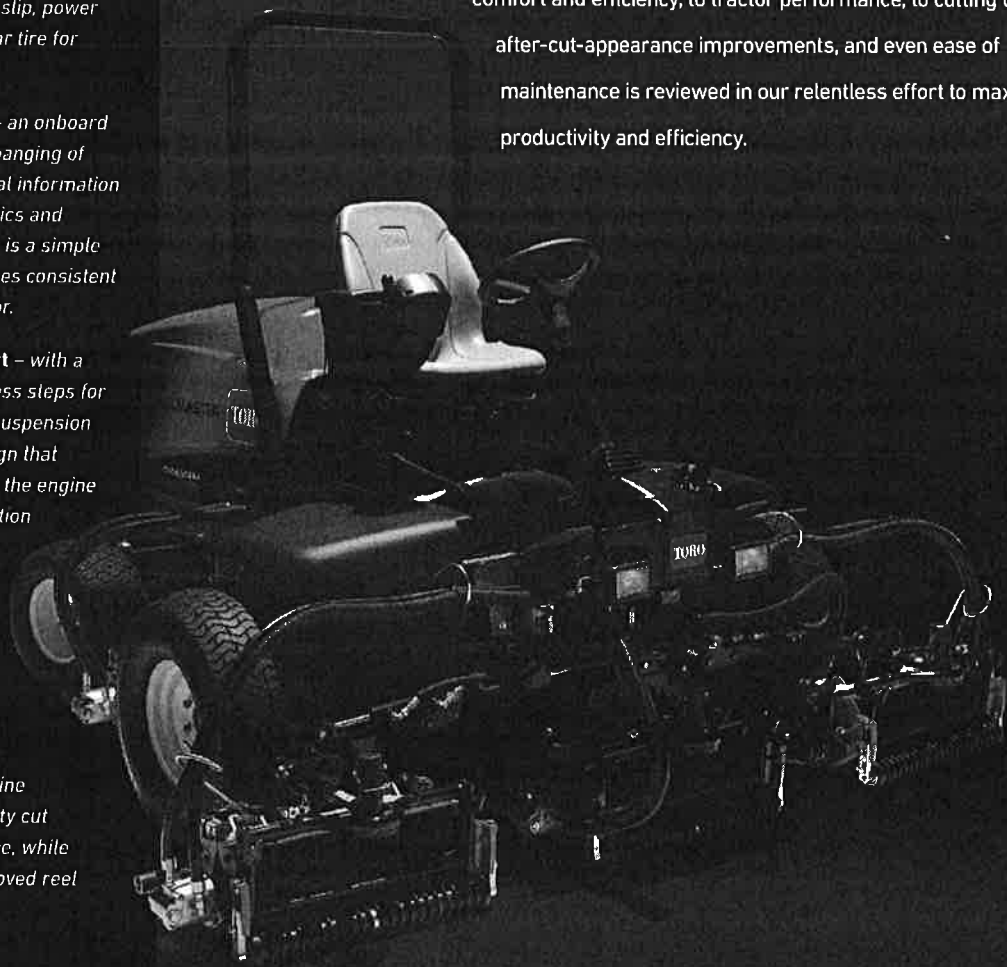
FAIRWAY MOWERS

FEATURES

- **Powerful Tier 4 compliant engines** – featuring Yanmar® 3-cylinder, liquid-cooled, diesel engines
- **Proven Reliability & Performance** – time tested platform delivers exceptional durability, high performance and versatility.
- **Enhanced climbing and hillside stability** – CrossTrax™ all-wheel drive system is based on the Toro patented Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction.
- **Precise Monitoring & Control** – an onboard InfoCenter allows viewing and changing of settings. It also provides essential information about service intervals, diagnostics and faults. Toro's Mow Speed Limiter is a simple mechanical design which produces consistent results regardless of the operator.
- **Unparalleled Operator Comfort** – with a tilt steering wheel and easy-access steps for every size operator, to a deluxe suspension seat, and a well thought out design that moved the radiator to the rear of the engine compartment to move heat rejection and noise away from operator, these fairway mowers are designed for a comfortable, all-day operation.
- **Outstanding Quality of Cut** – Dual Precision Adjustment (DPA) cutting units – featuring Toro's all new EdgeSeries™ reels combine to deliver a consistent, high quality cut and superior after cut appearance, while reducing maintenance with improved reel edge retention.

Leading by reputation.

Performance, productivity and quality are just words if a piece of equipment has not earned them through actual customer usage. After 10 years of satisfying customers, the Reelmaster 5410, 5510 and 5610 have earned a reputation for delivering exceptional performance, maximum productivity and high quality. And we haven't stood still over the years. Toro spends a lot of time listening closely to our customers to better understand their evolving requirements. Based on customer input, Toro engineers continually work to refine and improve each fairway mower to meet those needs. Everything from operator comfort and efficiency, to tractor performance, to cutting unit after-cut-appearance improvements, and even ease of maintenance is reviewed in our relentless effort to maximize productivity and efficiency.



EdgeSeries™ Reels

Call your Toro distributor at 800-803-8676

Reelmaster® 5510 / 5510-D Specifications*

	REELMASTER 5510, MODEL 03676	REELMASTER 5510-D (A), TIER 4 DIESEL, MODEL 03607
ENGINE	Kubota® 4-cylinder, liquid cooled, diesel engine. 35.5 hp (26.5 kW) @ 3000 rpm.	Yanmar® 3-cylinder, liquid cooled, diesel engine. 36.8 hp (27.5 kW), 74.4 ft. lbs. (105 Nm) torque, 1.64 liter displacement.
LUBRICATION	Pressurized lubrication system with 5.0 quart (4.7 liter) capacity.	
FUEL FILTER	Replaceable spin-on fuel filter/water separator.	
AIR CLEANER	Heavy-duty three-stage, radial seal air cleaner with restriction indicator.	
COOLING	Rear mounted radiator with industrial tube and fin construction, 6.5 fins per inch, 7.0 quart (6.6 liter) capacity.	Plate and bar radiator/oil cooler combination, 6.3 fins per inch, 10 quart (9.5 liter) capacity.
FUEL TANK CAPACITY	13.5 gallon (51.1 liter) capacity. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	14 gallon (53 liter) capacity.
HYDRAULIC OIL CAPACITY	9.0 gallon (34.1 liter) capacity.	15 gallon (56.8 liter) capacity.
TRACTION DRIVE	Front drive wheels powered by a hydrostatic pump with individual wheel motors. All-wheel drive optional with CrossTrax® All-Wheel Drive system, which transfers power from the front wheels to the opposite rear wheels via independent rear wheel motors	
GROUND SPEED	0-10 mph (0-16 km/hr) forward transport; 0-8 mph (0-12.8 km/hr) mow; 0-4 mph (0-6.4 km/h) reverse.	
TIRES	Front traction tires: 26.5 x 14-12 turf tires Rear steer tires: 20 x 12-10	
MAIN FRAME	High strength steel frame with welded construction.	
BRAKES	Individual left and right drum-type front wheel brakes. Brakes may be actuated for service braking via left foot pedal. Integrated foot pedal lock provides parking brake. Dynamic braking through hydrostatic traction drive system.	
STEERING	Rear wheel, power steering with an independent hydraulic pump and circuit.	
GAUGES	InfoCenter™ onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics, indicates fuel level, coolant temp., low oil pressure, alternator, engine hours, engine rpm, voltage, reel speed, backlap speed, glow indicator (diesel), lift/lower indicator.	
CONTROLS	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, cutting unit raise/lower joystick, cutting unit engage switch, and headlight switch all positioned on right hand pivoting control console.	Single foot-operated traction pedal, foot actuated mow speed limiter, foot actuated service and parking brake. Hand-operated key ignition switch, throttle, isochronous engine speed control, cutting unit raise/lower joystick, cutting unit engage switch, and LED headlight switch, all positioned on right hand pivoting control console.
ELECTRICAL & INTERLOCKS	Heavy-duty 12-volt battery, 570 CCA, 40 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.	Heavy-duty 12-volt battery, 570 CCA, 55 amp alternator. Electronic control unit is a microprocessor based, solid state control unit with diagnostic capabilities. Traction pedal, parking brake, operator presence in seat, and cutting unit engage/disengage safety interlock switches.
REEL DRIVE	Reel drive circuit is split independently for front and rear cutting units. Hydraulic functions controlled by an integrated hydraulic control block. Reel speeds are electronically adjustable in nine incremental settings. Standard on-board backlapping.	
CUTTING UNIT LIFT/LOWER	Front and rear cutting unit lift/lower is sequenced for uniform starting and ending points.	
SEAT	Deluxe high back suspension seat with fore, aft, height and weight adjustment.	
ROPS	Standard with seat belt	
HEIGHT	63" (160 cm) seat top, 85.5" (217.2 cm) top of ROPS.	
LENGTH (2WD)	111" (281.9 cm)	
WHEEL BASE	60" (152.4 cm)	
OPERATIONAL WIDTH	116" (288.3 cm)	
TRANSPORT WIDTH	92" (233.7 cm)	
WEIGHT	2,693 lbs. (1,222 kg) (2WD), 2,803 lbs. (1,271 kg) (4WD)	3,131 lbs. (1,420 kg) (2WD), 3,241 lbs. (1,470 kg) (4WD)
CERTIFICATION	Complies with ANSI B71.4-2004 and CE requirements. Certain machine configurations require rear weight kits for standards compliance, see Operator's Manual for details.	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.	

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

III. SPECIFICATIONS FOR Fairway Mower

Item #1 Minimum Requirement Bidder's Response	Please fill in the		
Blanks Engine 3 Cylinder turbo Diesel: <u>4 Cyl 37.5 hp</u>	Toro	J.D	
Electrical: • "Reverse" Warning Comply <u>NA</u>	n/a	n/a	
• Oil Warning Gauge Comply <u>Yes</u>	yes	yes	
• Fuel Tank Capacity Show <u>17 gallons</u>	14 gal	16 16	
• Fuel Gauge Show <u>Yes</u>	yes	yes	
Mower Light Kit. <u>Yes</u>	yes	yes	
Cutting Width 100 inches <u>108 inches</u>	yes	yes	
Minimum 8 Blade Cutting Unit <u>11-blade</u>	yes	yes	
Rear Roller Scrapers <u>Yes</u>	yes	yes	\$246
3 inch Composite Grooved Front Rollars <u>Yes</u>	yes	yes	
Canopy Top with Fan <u>Fan not available through manufacture</u>		yes	yes
Air Ride Suspension-Adjustable <u>Premium Suspension air shock</u>		yes	yes
Power Steering: <u>Yes</u>	yes	yes	

Toro John Deere

On Board Backlapping: Yes

yes yes

• Two Wheel Traction Drive: Yes

yes yes

• Hydraulic Reel Drive: Yes

yes yes

• Hydraulic System: Yes

yes yes

• Height of cut Range: 3/4 to 3-3/4 inches

1/2 - 3" 1/2 - 2"

• Cutting Frequency: N/A ~~yes~~

• Hydraulic Leak Detection System: Yes

yes ~~yes~~ no

Hour Meter Comply Yes

yes yes

Mowing Speed: 11 mph

8 mph 8 mph

Transport Speed: 12 Mph

10 mph 11.5 mph

Additional Options:

1. Mower grass baskets cost: \$1,500.00

*2135 \$2268

2. Rear Roller Brush Kit cost: \$ 3,300.00

#3164 \$3062

Technical Service Manual Comply Yes

yes yes

TRAINING ON HOW TO USE and

Maintain: Yes

yes yes

All freight and on-site pre-charges should Comply/Show

Yes yes yes

Delivery

Requirements

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: No more than 90 days for PO

**Service
Requirements**

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No YES yes yes

LIST Warranty On Parts and Labor: 2 year 2 year

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST 1

Golf Fairway Mower With Options \$60,560.00

2. Golf Fairway Mower Without Options \$55,760.00



Russell Cole

5701 N Chuzy Drive, Wichita, KS 67219 PH (316) 267-9111

LF550/557™, LF570/577™



LIGHT ON TURE, HEAVY ON PRODUCTIVITY

The LF550/570™ and LF557/577™ lightweight large area reel mowers offer industry-leading productivity and functionality. The combination of Jacobsen Classic XP™ Reels and SureTrac™ 4WD System allow you to achieve the precision you demand, even on slopes and hills. With the InCommand™ Control Console, everything you need is at your fingertips, including programmable mowing and transport speeds and full text diagnostics. Designed with ease of maintenance in mind, the series features automatic wet parking brakes, hard tubing, and easily accessible routine service items.

ADAPTI-THROTTLE
AUTOMATIC ENGINE
SPEED CONTROL

37.5 OR 50.2 HP
DIESEL ENGINE

UP TO
11 MPH

UP TO
139"
CUTTING WIDTH



JACOBSEN
Every Blade Counts.

LF550/557™ LF570/577™

JACOBSEN® ADVANTAGE

For over 95 years, Jacobsen has been designing and manufacturing industry-leading turf maintenance equipment. A strong focus on engineering innovative technology has led to advancements that deliver impeccable quality of cut on user-friendly equipment.



JACOBSEN QUALITY OF CUT

EQUIPPED AS STANDARD

- InCommand Control System
- SureTrac 4WD
- FlashAttach™ Reel Mounting System
- Variety of Classic XP Reels
- Cruise Control
- ROPS with Seat Belt
- Headlights
- Suspension Seat with Armrest
- Onboard Diagnostics
- Backlapping
- GreensCare Biodegradable Hydraulic Fluid

OPTIONS

- Grass Catcher
- High-Cut Kit
- Premium Suspension Seat
- LED Light Kit
- Canopy
- Full Lineup of Accessories

* Engine power is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.

** Height of cut depends on turf condition, reel wear and bedknife installed.

NOTE: Specifications, while correct at time of printing, may change without notice.

ENGINE	LF550/LF557 (T4F)	LF570/LF577 (T4F)
TYPE	Kubota® D1803-CR-E4B , 3-cylinder, liquid-cooled diesel	
HORSEPOWER*	37.5 hp (28kW) @ 2700 RPM	
EMISSIONS LEVEL	EPA Tier 4 Final (EU Stage IIIB) - Common rail engine with DPF exhaust filtration	
DISPLACEMENT	114.4 cu in (1.826 L)	
AIR CLEANER	Donaldson® dry cartridge type with evacuator valve and service indicator	
COOLING SYSTEM	Side-by-side radiator/hydraulic oil cooler; pressurized	
FUEL CAPACITY	17 gal (64.4 L)	
OIL FILTER TYPE	Full-flow, replaceable spin-on type	
ELECTRICAL SYSTEM	12V (0.8 kW) starter; 40 amp alternator/regulator	
HIGHER HP ENGINE MODELS		
TYPE	Kubota® V2403-CR-E4B , 4-cylinder, liquid-cooled diesel	
RATED HORSEPOWER*	50.2 hp (37.4 kW) @ 2700 RPM	
EMISSIONS LEVEL	EPA Tier 4 Final (EU Stage IIIB) - Common rail engine with DPF exhaust filtration	
DISPLACEMENT	148.5 cu. in (2,434 L)	
SPEED (MAXIMUM)		
MOW SPEED	up to 11 mph (19 km/h)	
TRANSPORT SPEED	12 mph (19.3 km/h)	
REVERSE SPEED	5 mph (8 km/h)	
TRACTION SYSTEM	Variable displacement, electronically controlled hydrostatic drive; 4WD models: SureTrac™ parallel-cross-series traction system, four high-torque wheel motors, 2WD in reverse	
HYDRAULIC SYSTEM	14 gal. (53 L) capacity; hydraulic tank oil level monitor and horn alarm; GreensCare biodegradable fluid; full-flow, 10-micron filter. Side-by-side radiator/hydraulic oil cooler	
TIRES, BRAKES & STEERING		
TIRES	Front: 26.5 x 14-12 tubeless; Rear: 20 x 10-8 tubeless, turf tread	
BRAKES	Dynamic braking through traction system	
PARKING BRAKES	Automatic, wet parking brakes integrated in front wheel motors	
STEERING	Rear wheel, hydrostatic power steering with tilt adjustable steering wheel	
CUTTING UNITS		
	LF550/LF557	LF570/LF577
NUMBER & SIZE	LF550 - Five, TrueSet 5 in (12.7 cm) diameter x 22 in (55.9 cm) LF557 - Seven, TrueSet 5 in (12.7 cm) diameter x 22 in (55.9 cm)	LF570 - Five, 7 in (17.8 cm) diameter x 22 in (55.9 cm) LF577 - Seven, 7 in (17.8 cm) diameter x 22 in (55.9 cm)
NUMBER OF BLADES	7 or 9 heavy section fairway blades	9 or 11 heavy section fairway blades
LIFT/LOWER	Hand operated, joystick controlled hydraulic lift system, one-touch lift/lower control for all reels. Wing reels can be controlled independently	
REEL DRIVE/MOTORS	3-section gear pump with FlashAttach quick disconnect coupled reel motors, solenoid controlled mow valve. Standard on-board backlapping.	
HEIGHT-OF-CUT	0.375 - 0.75 in. (9.5 - 19.0 mm) Available high-cut kit raises cutting height to 1.187 in. (30.2 mm)	0.375 - 1.125 in. (9.5 - 28.5 mm) Available high-cut kit raises cutting height to 1.563 in. (39.7 mm)
OVERALL CUTTING WIDTH	100 in (2.54 m)	139 in (3.53 m) with 7 reels active; 119 in (3.03 m) with 6 reels active; 100 in (2.54 m) with 5 reels active
CUTTING CAPACITY	Up to 8 acres per hour at 8 mph (no overlaps or stops)	Up to 11.1 acres per hour at 8 mph (no overlaps or stops)
FUEL ECONOMY /RUNTIME	D1803 - 1.08 GPH (4.08 LPH)* V2403 - 1.4 GPH (5.3 LPH)* (*assuming 50% load) Up to 11.1 acres per hour at 8 mph (no overlaps or stops)	
WEIGHTS & DIMENSIONS		
	LF550/LF557	LF570/LF577
WEIGHT WITH REELS UP	LF550 - 2wd: 3036 lbs. (1377 kg) 4wd: 3367 lbs. (1527 kg) 2wd High HP: 3282 lbs. (1489 kg) 4wd High HP: 3613 lbs. (1639 kg) LF557 - 4wd: 3831 lbs. (1738 kg)	LF570 - 2wd 3221 lbs. (1461 kg) 4wd 3552 lbs. (1611 kg) 2wd High HP 3467 lbs. (1573 kg) 4wd High HP 3798 lbs. (1723 kg) LF577 - 4wd 4066 lbs. (1844 kg)
WEIGHT WITH REELS DOWN	LF550 - 2wd: 2277 lbs. (1033 kg) 4wd: 2525 lbs. (1145 kg) 2wd High HP: 2626 lbs. (1191 kg) 4wd High HP: 2710 lbs. (1229 kg) LF557 - 4wd: 2873 lbs. (1303 kg)	LF570 - 2wd 2416 lbs. (1096 kg) 4wd 2620 lbs. (1188 kg) 2wd High HP 2600 lbs. (1179 kg) 4wd High HP 2849 lbs. (1292 kg) LF577 - 4wd 2931 lbs. (1329 kg)
LENGTH	108 in (2.74 m) (less catchers)	
HEIGHT	ROPS up: 88 in. (2.23 m) ROPS folded: 61 in. (1.55 m)	
WHEELBASE	58 in. (1.5m)	
WIDTH	LF550/570 Mow: 115 in. (2.92 m)	LF557/577 Mow: 155 in. (3.9 m) Transport: 87 in. (2.2 m)

REQUESTS FOR PROPOSALS FOR A GREENS AERATOR FOR
THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter “City”) seeks Proposals for the Purchase of Greens Aerator for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Greens Aerator.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2” x 11” paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

III. SPECIFICATIONS FOR Greens Aerator

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Engine 2 Cylinder air cooled : _____ HP minimum is 23hp: _____

Electrical: • "Reverse" Warning Comply _____

• Fuel Tank Capacity Show _____

• Fuel Gauge Show _____

Hour Meter Comply _____

Aerator Speed: _____

Transport Speed: _____

Hydraulic System: _____

Drivetrain: _____

Dimensions: _____

Windrower Kit: _____

Tire Scrapers: _____

Rear Roller Kit: _____

Tines set up for quad mini tines (10) _____

One complete set of mini tines included _____

One complete set of 1/2 inch hollow core tines included _____

One complete set of 5/8 inch hollow core tines included _____

Tines set up for four (3/4) inch mounts. _____

Core Solution Attachment or Similar: _____

Technical Service Manual Comply _____

TRAINING ON HOW TO USE and
Maintain: _____

All freight and on-site pre-charges should Comply/Show _____

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: _____

**Service
Requirements**

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No _____

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Greens Fairway Aerator as specs \$ _____

**REQUESTS FOR PROPOSALS FOR A GREENS AERATOR FOR
THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA**

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Greens Aerator for the Pryor Creek Golf Course.

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Pryor, Ok 74361

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B. Proposals must include:

a. Cover Letter: signed by the proposing representative

November 16, 2020

City of Pryor, Dennis Bowman

12 North Rowe St.

Pryor, OK 74361

Phone: 9188253056

Dear City of Pryor,

Professional Turf Products- Broken Arrow would like to thank you for this opportunity to provide a quote for the Toro equipment designed to fit your needs. We are confident that Toro products will be an excellent solution for your unique application.

When you purchase your Toro equipment with Professional Turf Products- Broken Arrow, you can be assured that our dedicated staff is available to help any way we can – your satisfaction is our priority.

Your customized quote is detailed on the following pages. We hope this will assist you in making the best decision possible. We appreciate the time you took in providing us with the information needed to customize the Toro equipment best suited for you.

As you review our proposal, please feel free to contact us if you have any questions. We would be happy to assist you in any way we can.

It has been a privilege to provide this quote to you and we believe Toro is an excellent product that will exceed your expectations for years to come.

Thank you,



Ryan Haskins, Account Executive

Professional Turf Products- Broken Arrow

Phone: 9186303461

haskinsr@proturf.com

References

John Babe, GCS
Forest Ridge Golf Club
Phone: 9186058118

Brady Finton, GCS
Tulsa Country Club
Phone: 9188522408

Dan Robinson, GCS
The Oaks Country Club
Phone: 9187246053

Chris Cook, GCS
Bailey Ranch Golf Club
Phone: 9182721175

Devin O'neil, GCS
The Golf Club of Oklahoma
Phone: 4058220927

Jeremy Dobson, GCS
The Patriot Golf Club
Phone: 9188103057

Scott Schurman, GCS
LaFortune Park Golf Course
Phone: 3082400606

CORE SOLUTIONS™ BY NORDIC PLOW™



CUSTOMIZED TO FIT:

*Keenons (Turf), After Dealer (Turf-Pony),
Ryder Boxes (Turf), Law Presser, Business, Synthetic
Pony, Pony Riders (Turf), After Dealer (Turf)*

FEATURES INCLUDE:

- Smooth edge that yields over turf
- Pressure to dig for tines/cores into soil
- Special brackets on your equipment to preserve your
- 1/2" height (above surface) for easy
- 1/2" height for walk-behind mowers

Model in use (left)

Used by the Federal Government (see photo)

For more information, visit our website, www.nordicplow.com, or call our toll-free number 1-800-451-7669. See the complete product line on our website.

WHY USE CORE SOLUTIONS?

- It works! Don't let time go to waste!
- Saves your workers' backs from continuous lifting!
- PVC - Attaches to Corbett to play soccer!
- Toy Press (left) & our business on your
- instantly!
- Smooth Edge perfect for tender turf!
- Made in the USA!!

MADE BY THE LICENSED DISTRIBUTORS IN:

United States	Canada	United Kingdom	France	Spain	New Zealand
Canada	United Kingdom	Australia	South America	Mexico	Southwest Asia
					Pacific Islands

Or by manufacturer direct to your distributor.

Nordic Plow, LLC
Manufactured in the USA



CORE SOLUTIONS™ BY NORDIC PLOW™

"Cut my aeration time in half!"



**The Solution to Clear
Aerated Cores
From Greens, Tee
Boxes, Fairways and
All Sports Turf Fields**

www.nordicplow.com 800-451-7669 (PLOW)

www.nordicplow.com 920-262-7669 (PLOW)

NAP-TPC648 (ALSO FITS JD800)



Core Solution Line Video Links

Toro 648 on Green



Toro 648 on Tee Box



Toro 648 on Fairway



Toro 648 on
Infield Grass

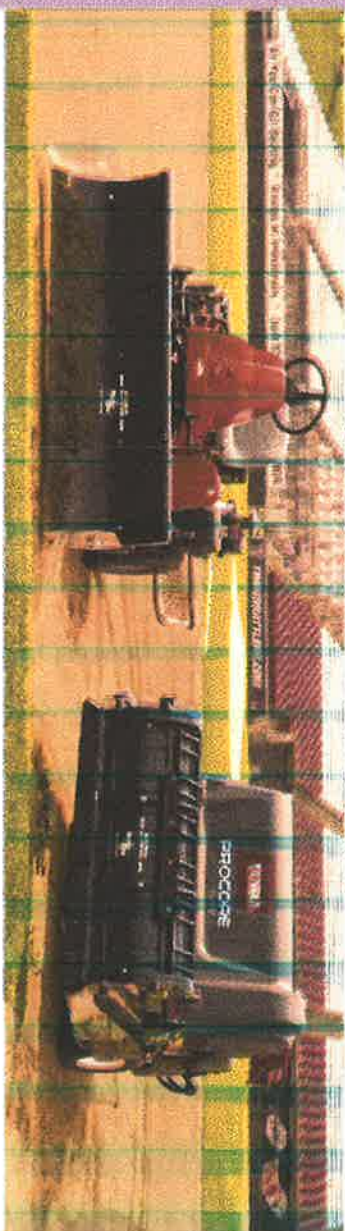


Installation
Overview and
Operational Tips



CORE SOLUTIONS™ BY NORDIC PLOW™

64" CORE SOLUTION™ - BUNKER RAKES



NAP-ST3040

Core Solution for Toro® Sand Pro® 3040

NAP-ST3040R

Core Solution for Toro® Sand Pro® 3040R

NAP-JDNCS

Core Solution for John Deere® Hydro

NAP-SHCS

Core Solution for Smithco and Jacobsen®

NAP-JN200ACS

Core Solution for the John Deere® J200A

SmithCo Sand Star on

Outfield Grass

Video Link



64" CORE SOLUTION™

NAP-TPCS54

Core Solution for Toro® ProCore® 354

NAP-JDACS500

Core Solution for John Deere® Avatoro 1500

NAP-DSVD

Core Solution for Verti-Drain®

Verti-Drain 1513

Video Link



64" CORE SOLUTION™ - TRI-PLEX MOWERS

NAP-ST3150

Core Solution for the Toro® 3150

NAP-JN2500S

Core Solution for the John Deere® 2500

Toro 3150 on Green

Video Link



JD 2500 on Green

Video Link



36" WALK BEHIND MOWERS

Non-Adjustable Edge, Features Flounder Edge for Use on Greens

NAP-TSM

Core Solution for the Toro®
Greensmaster® 1000 & 800

NAP-TBMF

Core Solution for the
Toro® Greensmaster® Flex

NAP-JMSK

Core Solution for the
John Deere® 180 & 220

Toro Greensmaster

1000 on Green

Video Link





Professional Turf Products, L.P.

2201 N Beech Ave
 Broken Arrow, OK 74012
 Ryan Haskins
 (918) 630 3461
 haskinsr@proturf.com



Count on it.

Ship To	Pryor Creek Golf Course	Date:	11/17/2020
Bill To		Tax Rate	
Contact	Dennis Bowman	Destination	1.50%
Address	724 E. 530 St., Pryor Creek, OK 74361	Trade-In	
		Finance	
Phone	(918) 825 3056	Account Type	STD
Email		QMS: ID	Q57363
Comments:	Not Available for Oklahoma State Contract Pricing SW-190		

Proposal

Qty	Model #	Description	Unit	Extended
1	09200	ProCore 648	\$ 30,470.00	\$ 30,470.00
3	09736	Mini-tine Head Set (2 rows of 5)	\$ 233.00	\$ 699.00
3	09796	4 Tine 3/4 Inch Head Set	\$ 237.00	\$ 711.00
2	120-1045	Guard-Turf, 4 Tine, Short	\$ 49.39	\$ 98.78
1	120-1046	Guard-Turf, 4 Tine, Long	\$ 75.87	\$ 75.87
2	120-1047	Guard-Turf, Mini Tine, Short	\$ 68.86	\$ 137.72
1	120-1052	Guard-Turf, Mini Tine, Long	\$ 82.07	\$ 82.07
1	09234	Rear Roller Kit	\$ 926.00	\$ 926.00
		Tore ProCore 648		\$ 33,200.44
1	NAP-TPC648	PC648 Core Solution 49' Greens with Brushes	\$ 1,970.00	\$ 1,970.00
		Nordic Plow Core Collector		\$ 1,970.00

SubTotal	\$	35,170.44
Destination	\$	527.56
Tax (Estimated)		Not Included
TOTAL	\$	35,698.00

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

REQUESTS FOR PROPOSALS FOR A GREENS AERATOR FOR
THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Greens Aerator for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Greens Aerator.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

Quote Summary

Prepared For:
 PRYOR CREEK GOLF COURSE
 724 E 530
 PRYOR, OK 74361
 Business: 918-825-3056
 bowmand@pryorcreek.org

Prepared By:
 Cole Combs
 P & K Equipment, Inc.
 604 Eastgate Street
 Stillwater, OK 74074
 Phone: 405-743-4050
 ccombs@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

Quote Id: 22654695
Created On: 28 August 2020
Last Modified On: 20 November 2020
Expiration Date: 30 September 2020

WARRANTY INFORMATION: FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Aercore 800 Aerator	\$ 20,000.00 X	1 =	\$ 20,000.00
Equipment Total			\$ 20,000.00

Quote Summary

Equipment Total	\$ 20,000.00
SubTotal	\$ 20,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 20,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 20,000.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 22654695

Customer: PRYOR CREEK GOLF COURSE

JOHN DEERE Aercore 800 Aerator

Hours:

Stock Number:

Description	Qty	Unit	Selling Price Extended
Aercore 800 Aerator	1	\$ 23,639.00	\$ 23,639.00
Standard Options - Per Unit			
United States and Canada	1	\$ 0.00	\$ 0.00
All Other Countries (English / Spanish)	1	\$ 0.00	\$ 0.00
Windrow Attachment	1	\$ 403.00	\$ 403.00
Mini Tine Kit, Tines with 7/8 In. (22.2mm) Mounting Diameter	1	\$ 842.00	\$ 842.00
Standard Options Total			\$ 1,245.00
Suggested Price			\$ 24,884.00
Customer Discounts			
Customer Discounts Total		\$ -4,884.00	\$ -4,884.00
Total Selling Price			\$ 20,000.00

REQUESTS FOR PROPOSALS FOR A GOLF EQUIPMENT LIFT FOR
THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Golf Equipment Lift for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Golf Equipment Lift.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

III. SPECIFICATIONS FOR Golf Equipment Lift

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Capacity for Turf/Truck9,000-lbs.

Lifting Height72"

Overall Height111"

Overall Width138"

Width Between Columns111"

Oil Drain 8 gallon

Oil Drain 18 gallon

Jack Stand 2 ton

Power Requirement 208-245 volt, 1-phase, 30 amp

Concrete Requirement Minimum 4" thickness, Minimum 3,000 psi

Technical Service Manual Comply _____

**TRAINING ON HOW TO USE and
Maintain:** _____

All freight and on-site pre-charges should Comply/Show _____

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: _____

**Service
Requirements**

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No _____

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Golf Equipment Lift as specs \$ _____

REQUESTS FOR PROPOSALS FOR A GOLF EQUIPMENT LIFT FOR
THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Golf Equipment Lift for the Pryor Creek Golf Course.

The point of contact for this RFP is Dennis Bowman, Director of Golf at 918-825-3056.

The RFP process should result in the City purchasing One (1) new Golf Equipment Lift.

II. SUBMITTALS

One (1) copy of the **Sealed** proposal will be received until Monday 23rd of November at: 2:00pm at Pryor Creek City Hall to Darla Coats.

Park Board Meets Monday November 23, 2020 at 5:30pm at City Hall to open Sealed bids. Please be present to answer any questions.

12 North Rowe St.

Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

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III. SPECIFICATIONS FOR Golf Equipment Lift

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Capacity for Turf/Truck 9,000-lbs.

Lifting Height 72" ✓

Overall Height 111" ✓

Overall Width 138" ✓

Width Between Columns 111" ✓

Oil Drain 8 gallon ✓

Oil Drain 18 gallon ✓

Jack Stand 2 ton ✓

Power Requirement 208-245 volt, 1-phase, 30 amp ✓

Concrete Requirement Minimum 4" thickness, Minimum 3,000 psi ✓

Technical Service Manual Comply _____ ✓

TRAINING ON HOW TO USE and Maintain: _____ ✓

All freight and on-site pre-charges should Comply/Show _____ ✓

Delivery Requirements

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: Net 30

**Service
Requirements**

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No ✓

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Golf Equipment Lift as specs \$ 6087



Quote Summary

Prepared For:
PRYOR CREEK GOLF COURSE
724 E 530
PRYOR, OK 74361
Business: 918-825-3056
bowmand@pryorcreek.org

Prepared By:
Cole Combs
P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
Phone: 405-743-4050
ccombs@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

Quote Id: 22654695
Created On: 28 August 2020
Last Modified On: 20 November 2020
Expiration Date: 30 September 2020

WARRANTY INFORMATION: FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary	Selling Price	Qty	Extended
GOLF-LIFT GL-9	\$ 6,087.00 X	1 =	\$ 6,087.00
Equipment Total			\$ 6,087.00

Quote Summary	
Equipment Total	\$ 6,087.00
SubTotal	\$ 6,087.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 6,087.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 6,087.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 22654695

Customer: PRYOR CREEK GOLF COURSE

GOLF-LIFT GL-9

Hours: 0

Stock Number:

Description	Qty	Unit	Selling Price Extended
GL-9 GOLF LIFT	1	\$ 6,200.00	\$ 6,087.00 \$ 6,200.00
Dealer Attachments			
OIL DRAIN 8 GALLON	1	\$ 109.00	\$ 109.00
OIL DRAIN 18 GALLON	1	\$ 146.00	\$ 146.00
JACK STAND 2 TON	1	\$ 132.00	\$ 132.00
Dealer Attachments Total			\$ 387.00
Suggested Price			\$ 6,587.00
Customer Discounts			
Customer Discounts Total		\$ -500.00	\$ -500.00
Total Selling Price			\$ 6,087.00

authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

III. SPECIFICATIONS FOR Golf Equipment Lift

Item #1 Minimum Requirement Bidder's Response Please fill in the Blanks

Capacity for Turf/Truck 9,000-lbs.

Lifting Height 72"

Overall Height 111"

Overall Width 138"

Width Between Columns 111"

Oil Drain 8 gallon

Oil Drain 18 gallon

Jack Stand 2 ton

Power Requirement 208-245 volt, 1-phase, 30 amp

Concrete Requirement Minimum 4" thickness, Minimum 3,000 psi

Technical Service Manual Comply Yes

**TRAINING ON HOW TO USE and
Maintain:** Yes

All freight and on-site pre-charges should Comply/Show yes

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: 2/1/2021

**Service
Requirements**

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No Yes

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST

1 Golf Equipment Lift as specs \$ 7621.00



Professional Turf Products, L.P.
 2201 N Beech Ave
 Broken Arrow, OK 74012
 Ryan Haskins
 (918) 630 3461
 haskinsr@proturf.com



Ship To	Pryor Creek Golf Course	Date:	11/17/2020
Bill To		Tax Rate	
Contact	Dennis Bowman	Destination	
Address	724 E. 530 St., Pryor Creek, OK 74361	Trade-In	
Phone	(918) 825 3056	Finance	
Email		Account Type	STD
Comments:	Not Available for Oklahoma State Contract Pricing SW-190		
		QMS: ID	Q57363

Proposal

Qty	Model #	Description	Unit	Extended
1	GL-9	Premium 2-Column Space-Saving Design	\$ 6,121.00	\$ 6,121.00
1	Frght_housatul	Golf Lift Freight / Set Up / Delivery for Houston, San Antonio, and Tulsa areas.	\$ 1,500.00	\$ 1,500.00
		Golf Lift		\$ 7,621.00

SubTotal	\$	7,621.00
Destination Tax (Estimated)		Not Included
TOTAL	\$	7,621.00

Comments:

**For all New Equipment, Demo units may be available for up to 20% savings.
 For all New Equipment, Refurbished units may be available for up to 40% savings.**

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



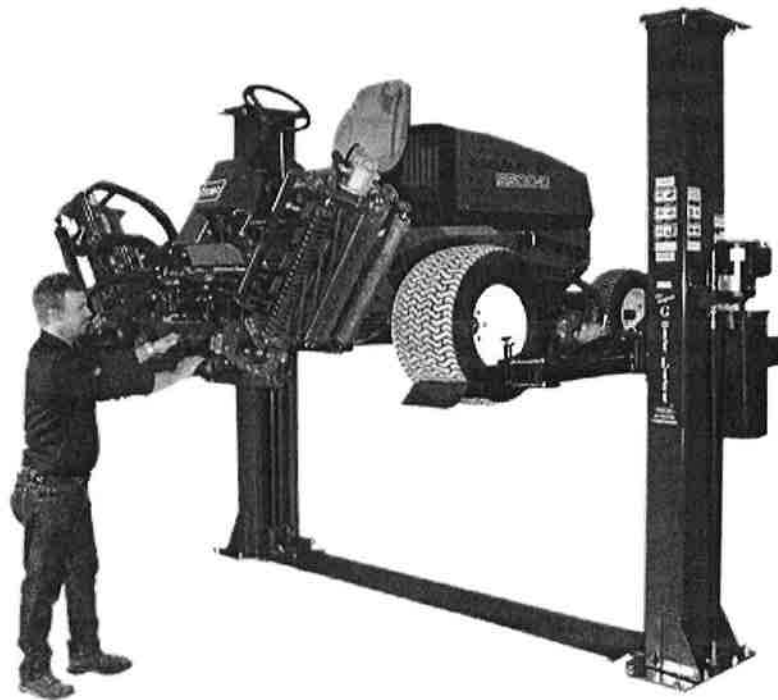
Home / Products / Lifts / GL-9 Golf-Lift® Turf Equipment Lift

GL-9 Golf-Lift® Turf Equipment Lift

★★★★★ (No reviews yet) [Write a Review](#)

Download Manual:

[GL-9 Manual](#)





More Info



Description

Specifications

Videos

The Four Majors...

Top 4 reasons to Buy the Patented and Certified GL-9

1. **The Tire-Wedge™ Turf Arm System** comes standard to fit all turf equipment from walkers to the largest rough machines (example - Toro 580 & Jacobsen 9016) without any changing of adapters. This patented system Eliminates Overhead Beam Obstacles, Protruding Beams Across Floor and Protruding Beams From Adapters for Wide-Open Access creating the most obstacle-free working environment available.
2. **Simplicity & Flexibility** are further enhanced when using Golf-Lift options and accessories. Our hi-rise jack stand provides wheels free service by swinging the Tire-Wedge completely out of your way for WIDE-OPEN access. The GL-9 also has the best Frame/Truck Kit in the industry. Simply pull 2 pins to change from the Tire-Wedge turf arms to frame/truck arms and lift all framed vehicles by the frame for wheels free service.
3. **No overhead beam obstruction** - means never having to reposition equipment with canopies or roll bars to avoid an overhead beam obstruction. Also fits many low ceilings and provides for an easier installation. This design has been proven for over 40 years and takes up the least amount of floor space of any turf equipment lift. Floor cover is only 1" tall tapered for easy walk and roll over. Why have an overhead beam obstacle if you don't need it?
4. **Best Overall Value** - Most Capacity 9,000-lbs., Most obstacle-free design, Takes up the least amount of space, Comes standard to lift all turf vehicles by the tires or frame for wheels free service, Truck/Frame arms included, Option for wheels free service, Easiest to install and maintain, Powder Coat finish, Warranty 5-year structural and one (1) year on parts, hydraulic cylinders and power unit. Proven reliability for over 30 years, and Competitively Priced. Manufactured, Warranted and Serviced Nationwide by the Largest Lift Company in the World with over 80% market share of the Car Dealer Business in the USA.



The GL-9 has been engineered and certified to the rigid safety standards established by ANSI in 2017.

- Automatic safety locks engage every 3" to allow multiple working heights.
- Automatic swing arm restraints engage when lift rises a few inches off the floor preventing arm movement prior to engaging the vehicle.
- 2 hydraulic cylinders and high tensile leaf roller chain lift load.
- Safety instruction is included with every lift along with graphic safety and maintenance decals.
- This proven 2-column design has a rock solid safety reputation for over 30 years.

Shipping dimensions: 114" X 25" X 47" ships in steel shipping fixture. Weight 2450-lbs

Related Products

Customers Also Viewed



GL-1 Golf-Lift®
Turf Equipment
Table Lift



GL-RT Golf-Lift®
Reel Truck 4-
Wheeled Lift



GL-TL Golf-Lift®
Turf Equipment
Table Lift





Call 817-560-9789

LITERATURE DOWNLOAD

Golf Lifts

- Lift Inspection Guide
- GL-1 Lift
- GL-9 Lift
- GL-TL Lift
- GL-RT Lift

Golf Lift Accessories

- W-3315 2-Ton Jack Stand
- W-8G 8-Gallon Oil Drain
- W-18G 18-Gallon Oil Drain
- 5650-OLP Air Reel

Quick Links

- About Us
- Press
- Contact Us
- Certified Lift Inspector
- Video
- Sitemap

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Tire-Wedge™ is a trademark of Derek Weaver Co., Inc.

[Privacy Policy](#)

REQUESTS FOR PROPOSALS FOR A GOLF EQUIPMENT LIFT FOR
THE CITY OF PRYOR CREEK IN PRYOR, OKLAHOMA

I. PURPOSE AND SCOPE

The City of Pryor, OK (hereafter "City") seeks Proposals for the Purchase of Golf Equipment Lift for the Pryor Creek Golf Course.

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Pryor, Ok 74361

ATTN: Darla Coats, Golf Course Bid

A. Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts and oversize exhibits are permissible.

B. Proposals must include:

a. Cover Letter: signed by the proposing representative

November 16, 2020

City of Pryor, Dennis Bowman

12 North Rowe St.

Pryor, OK 74361

Phone: 9188253056

Dear City of Pryor,

Professional Turf Products- Broken Arrow would like to thank you for this opportunity to provide a quote for the Toro equipment designed to fit your needs. We are confident that Toro products will be an excellent solution for your unique application.

When you purchase your Toro equipment with Professional Turf Products- Broken Arrow, you can be assured that our dedicated staff is available to help any way we can – your satisfaction is our priority.

Your customized quote is detailed on the following pages. We hope this will assist you in making the best decision possible. We appreciate the time you took in providing us with the information needed to customize the Toro equipment best suited for you.

As you review our proposal, please feel free to contact us if you have any questions. We would be happy to assist you in any way we can.

It has been a privilege to provide this quote to you and we believe Toro is an excellent product that will exceed your expectations for years to come.

Thank you,



Ryan Haskins, Account Executive

Professional Turf Products- Broken Arrow

Phone: 9186303461

haskinsr@proturf.com

References

John Babe, GCS

Forest Ridge Golf Club

Phone: 9186058118

Brady Finton, GCS

Tulsa Country Club

Phone: 9188522408

Dan Robinson, GCS

The Oaks Country Club

Phone: 9187246053

Chris Cook, GCS

Bailey Ranch Golf Club

Phone: 9182721175

Devin O'neil, GCS

The Golf Club of Oklahoma

Phone: 4058220927

Jeremy Dobson, GCS

The Patriot Golf Club

Phone: 9188103057

Scott Schurman, GCS

LaFortune Park Golf Course

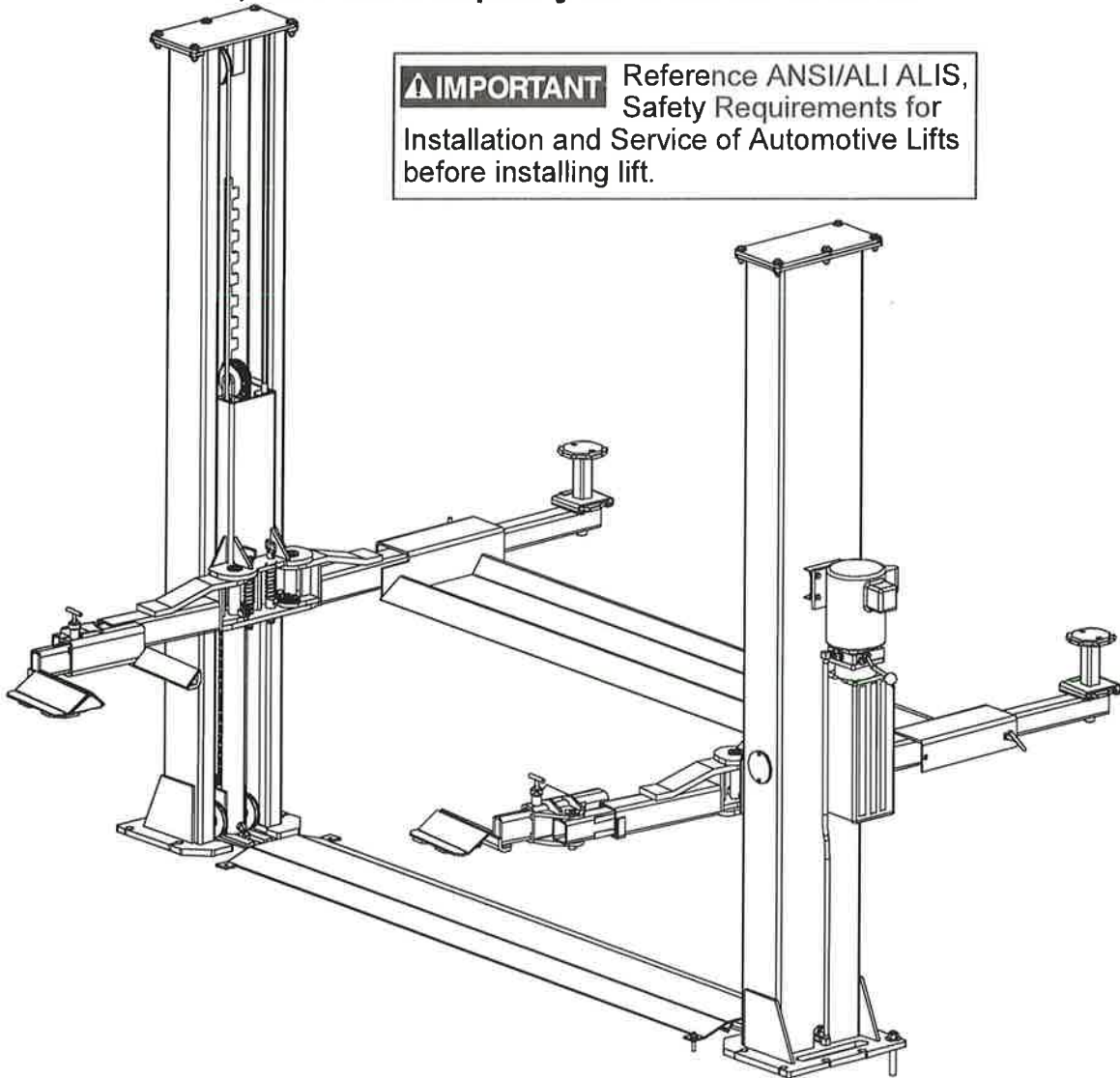
Phone: 3082400606



GL-9

Floor Plate Automotive/Golf Equipment Lift
9,000 Pound Capacity for 4-wheel Vehicles
6,500 Pound Capacity for 3-Wheel Vehicles

⚠ IMPORTANT Reference ANSI/ALI ALIS,
Safety Requirements for
Installation and Service of Automotive Lifts
before installing lift.



INSTALLATION / OWNERS MANUALS

Read this manual thoroughly before installing, operating, or maintaining this lift. When done with installation, be sure to return documents to package and give all materials to lift owner/operator. When installation is complete, be sure to run lift up and down a few cycles with and without “typical” vehicle loaded on lift.

CAUTION!!

ENSURE THAT ALL CABLE SHEAVES, BEARINGS, AND SHAFTS ARE SUFFICIENTLY LUBRICATED. ALSO, THE CORNERS OF EACH COLUMN SHOULD BE LIGHTLY GREASED WITH QUALITY LITHIUM GREASE PRIOR TO OPERATING THE LIFT. LUBRICATE ALL ON AN ANNUAL BASIS.

Motors and all electrical components are not sealed against the weather and moisture. Install this lift in a protected indoor location. Failure by the owner to provide the recommended shelter could result in unsatisfactory lift performance, property damage, or personal injury.

GENERAL LIFT INFORMATION and FEATURES

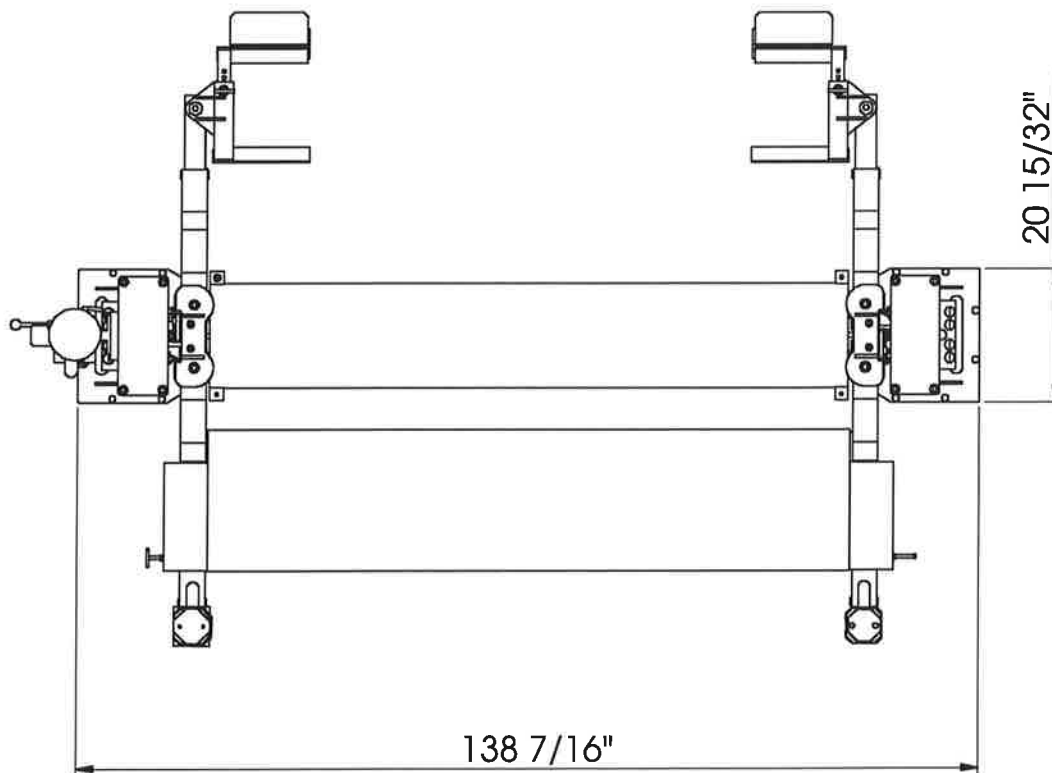
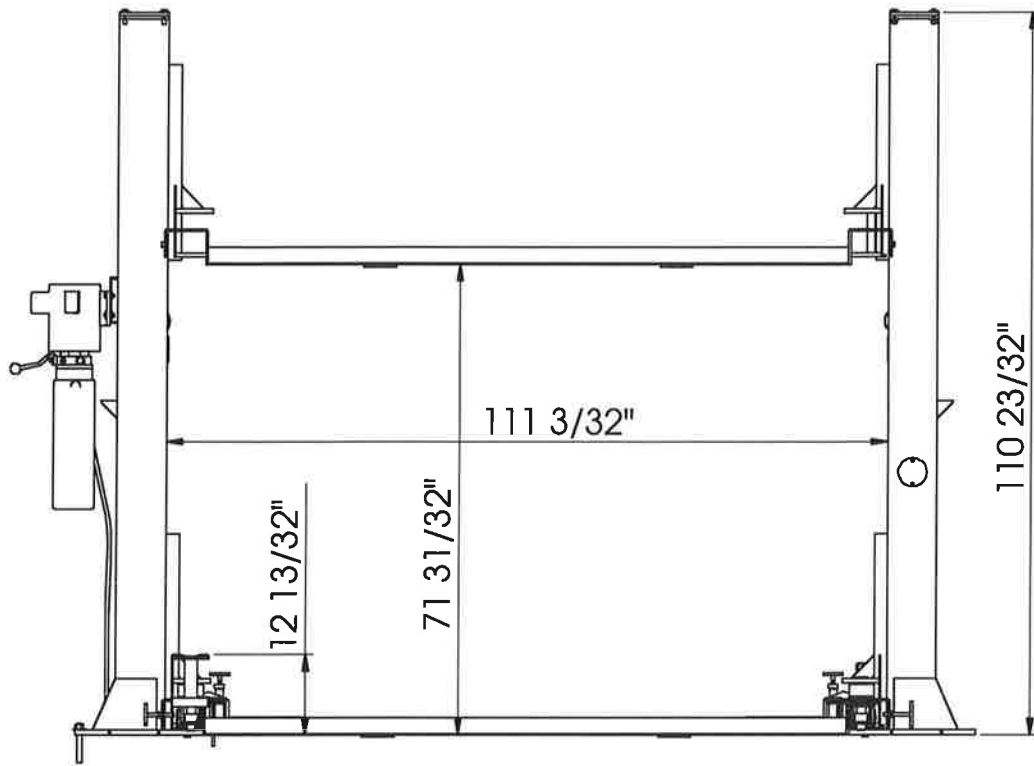
FLOOR PLATE MODEL

The following lift is a 2-Column Hydraulic, leaf chain driven unit.

This lift is a 2-Post Lift. The locking latch system is very similar to an extension ladder. The locking latch is in contact with the latch rack. As the lift rises the locking latch drops into place. The locking latch engages the latch rack in 3" increments starting at about 16" from the ground. The locking latches must be manually disengaged for the lift to lower. The locking latch is released by pulling the Release Cable, first raising the lift to get the latch up off the latch rack. Once the raise button is pressed, the latch will automatically reengage after approximately 3" of travel. Heavy bearings and heavy-duty leaf chains are used throughout the lift. The work is done with the heavy-duty chain connected to a 2-1/2" cylinder, driven by an electric / hydraulic pump.

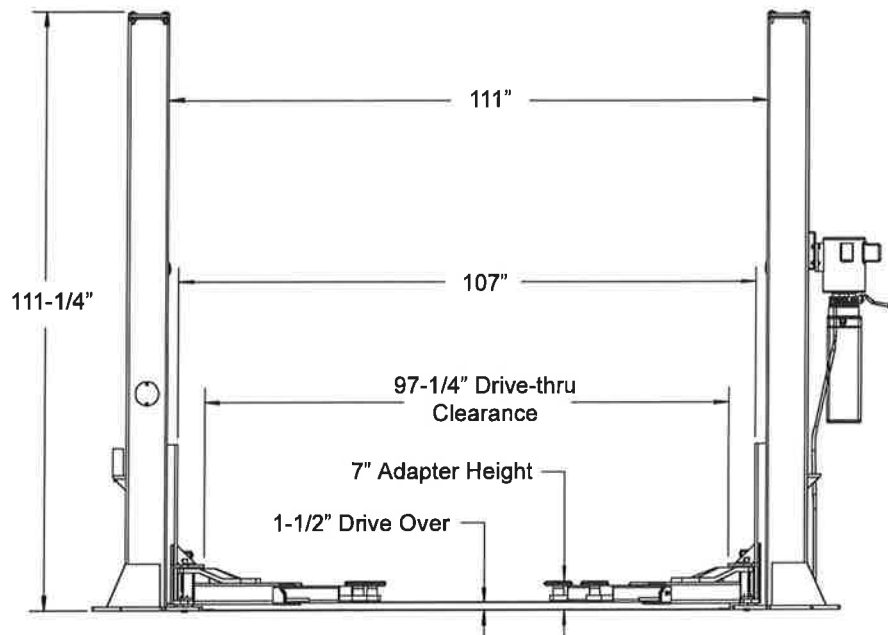
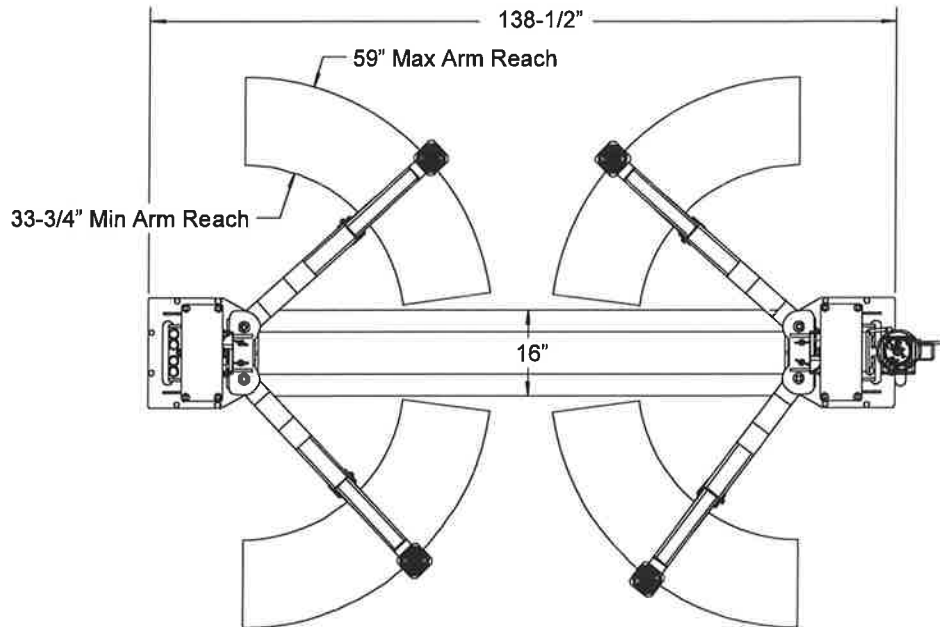
Lift Specifications for Golf Lift

Capacity	9,000 lbs. for 4-wheel vehicles 6,500 lbs. for 3-wheel vehicles
Overall Height	111-1/4"
Overall Floor Width	138-1/2"
Maximum Lift Height	81"
Minimum Adapter Height	7"
Between Columns	111"
Drive Thru	97-1/4"
Motor	2HP, 208 - 230 VAC, 1PH



Lift Specifications with Arm Kit

Capacity	9,000 lbs. (2,250 lbs per Arm)
Overall Height	111-1/4"
Overall Floor Width	138-1/2"
Maximum Lift Height	81"
Minimum Adapter Height	7"
Between Columns	111"
Drive Thru	97-1/4"
Motor	2HP, 208 - 230 VAC, 1PH





Sam M. Cole

5701 N Chuzy Drive, Wichita, KS 67219 PH (316) 267-9111

authorized to make contractual obligations.

b. Reference List including current and former clients with contact information. (The City of Pryor Creek may, at its option, contact any of the above or known clients of yours for references.)

c. All warranty information.

Toro

John Deere

III. SPECIFICATIONS FOR Golf Equipment Lift

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Capacity for Turf/Truck 9,000-lbs.

Lifting Height 72"

Overall Height 111"

Overall Width 138"

Width Between Columns 111"

Oil Drain 8 gallon

Oil Drain 18 gallon

Jack Stand 2 ton

Power Requirement 208-245 volt, 1-phase, 30 amp

Concrete Requirement Minimum 4" thickness, Minimum 3,000 psi

Technical Service Manual Comply yes

TRAINING ON HOW TO USE and

Maintain: yes

~~All~~ freight and on-site pre-charges should Comply/Show yes

**Delivery
Requirements**

Exact delivery date to be determined. The City of Pryor Creek would prefer to take delivery as soon as possible. Estimated delivery: 60 days from PO

Service Requirements

Suppliers must have a service technician available for necessary repairs within 48 hours for any breakdown which is due to the mechanical failure of any warranty part or equipment. Compy Yes or No yes

LIST Warranty On Parts and Labor:

BID PROPOSAL – SUBMITTAL PAGE

EQUIPMENT FOR PRYOR CREEK GOLF COURSE

ITEM # TYPE OF EQUIPMENT COST PER UNIT TOTAL COST 1

Golf Equipment Lift as specs \$ 6,408.00

\$ 6,087 JD
\$ 7621 Toro



Rod Watkins
Regional Account Executive

Direct: 918-961-2592
Support: 888-333-1374
Email: rwatkins@mpxusa.com

Regional Office: **A**fton, OK
Headquarters: Melville, NY
www.MerchantProExpress.com

CASH DISCOUNT PROGRAM

Start saving instantly

ELIMINATE ALL MONTHLY CREDIT CARD PROCESSING FEES!!!

\$45
MONTHLY
Flat Rate

- ✓ 0% PROCESSING RATES
- ✓ NO TRANSACTION FEES
- ✓ NO HIDDEN FEES
- ✓ NO LONG-TERM CONTRACTS
- ✓ FREE STATE-OF-THE-ART TERMINAL
- ✓ 24/7 CONCIERGE-STYLE SUPPORT

SIGN UP BY OCTOBER 19TH AND YOUR FIRST MONTH IS FREE!!!

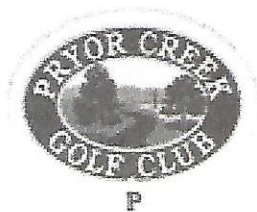
Why wait? Take advantage now!

The Durbin Amendment (2010 Dodd-Frank Law) states that businesses are permitted to offer a discount to customers as an incentive for paying with cash. Customers who prefer to pay with a credit or debit card will see a non-cash adjustment on their receipt, transferring the processing fees from the merchant to the customer.

CASH DISCOUNT PROGRAM					
<i>Instant Savings (Examples)</i>					
Current Monthly Fees	\$500	\$1,000	\$2,000	\$2,500	\$5,000
WPI Monthly Fees	\$45	\$45	\$45	\$45	\$45
Monthly Savings	\$455	\$955	\$1,955	\$2,455	\$4,955
Yearly Savings	\$5,460	\$11,460	\$23,460	\$29,460	\$59,460

As your local Account Executive with _____, my goal is to work with you and deliver a better way to process payments and increase cash flow to your business.

ALSO AVAILABLE
LOW TRADITIONAL PROCESSING RATES - CASH ADVANCES - MARKETING



ANNUAL GOLF MEMBERSHIP FEES FOR PRYOR GOLF COURSE 2020

Memberships are good for 12 months from the date of purchase.

SENIOR FAMILY	Option 1 Yearly - \$650.00 + \$38.19 (tax) = \$688.19
	Option 2 Monthly - \$63.14 (\$757.68)
	Option 3 Yearly using our new Cart - \$1,948.00
	Option 4 Monthly using our Cart - \$178.57 (\$2142.84)
SENIOR SINGLE	Option 1 Yearly - \$497.48 + \$29.23 (tax) = \$526.71
	Option 2 Monthly - \$48.28 (\$579.36)
	Option 3 Yearly using our Cart - \$1704.58
	Option 4 Monthly using our Cart - \$158.28 (\$1,899.36)

****TO BE ELIGIBLE FOR SENIOR STATUS YOU MUST BE 55 AND OVER****

FAMILY	Option 1 Yearly - \$716.71 + \$42.41 (tax) = \$758.82
	Option 2 Monthly \$70.56 (\$846.72)
	Option 3 Yearly using our Cart - \$2185.00
	Option 4 Monthly using our Cart - \$201.25 (\$2,415.00)

****FULL TIME STUDENT THROUGH 12TH GRADE AND FULL TIME SINGLE COLLEGE STUDENT THROUGH THE AGE OF TWENTY-THREE (23) LIVING IN YOUR HOME****

SINGLE	Option 1 Yearly - \$574.34 + \$3 3.74 (tax) = \$608.08
	Option 2 Monthly \$55.80 (\$669.60)
	Option 3 Yearly using our Cart - \$1863.00
	Option 4 Monthly using our Cart - \$172.50 (\$2070.00)

JUNIOR \$132.23 PLUS \$7.77 (tax) = \$140.00

****JUNIOR RATES ARE AVAILABLE FOR STUDENTS THROUGH 12TH GRADE****

CORPORATE (3) Members - \$2,530.00

- Includes Green Fees and Cart anytime.
- Each additional member add \$100.00 up to a total of 5.
- From 6 – 9 members each additional member add \$200.00.
- Corporate Members would also receive 20% off Green Fees for guest. (excludes tournaments)
- Must be full time company employees

CART STALL RENTAL \$760.00 – Must use Option 1

TRAIL ON CART \$380.00 – Must use Option 1

Please pay with cash or check.

CREDIT CARD Paper set up fee Add 5% We accept Mastercard, Visa, Discover and American Express.

All Monthly Memberships are a 12 month contract.





In Memory of
Leo Perry

For 45 Years of Dedicated Service



Notice Buyer's Responsibility

Completely Check All Spelling, Dates, Lettering Styles, Design,
And Name Placement on Double Stones.
As It Is YOUR Responsibility For The Information Being Correct.
The Lettering and Design On This Proof Is Exactly As It Will Appear On the Monument.
Any Changes After The Approval of This Proof Will Be A Minimun \$25.00 Charge.

Buyer's Signature

Date

This Proof Must be Signed and returned Before we will Start on the Stone



5515 East La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 238-2000
Fax: (714) 238-2049

November 18, 2020

James Willyard
Assistant Chief of Police
City of Pryor Creek Police Department
214 S. Mill
Pryor Creek, OK 74361
Willyardj@@pryorcreek.org
718-825-1212

RE: Maintenance and Support Agreement # 006347-000

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **City of Pryor Creek Police Department** Maintenance and Support Agreement for the period 12/13/20 through **12/12/21** per the Terms and Conditions below.

Please indicate acceptance of this agreement by signing in the acceptance block below and returning it to my attention via Email at jenny.pelayo@idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 575-2964 or e-mail jenny.pelayo@idemia.com. Thank you in advance.

Thank you,

Jenny Pelayo
Maintenance Agreement Specialist II
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

CITY OF PRYOR CREEK POLICE DEPARTMENT

Signed by:  _____

Signed by: _____

Printed Name: Michael Kato _____

Printed Name: _____

Title: Vice President _____

Title: _____

Date: November 18, 2020 _____

Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 006347-000

CUSTOMER: City of Pryor Creek Police Department

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
LiveScan	LiveScan Fixed Cabinet – W7	OKLV500	1
Printer	Printer – Lexmark MS810DN	OKLP500	1

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 006347-000

Date November 18, 2020

New Term Effective Start 12/13/20

End 12/12/21

STANDARD SUPPORT

Advantage – Software Support

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

On-Site Hardware Support

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

Parts Support

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins
- * If customer is providing their own on-site hardware support, the following applies:*
 - Customer Orders & Replaces Parts
 - Telephone Technical Support for Parts Replacement Available

GRAND TOTAL \$ 2,683.00

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Maintenance and Support Agreement - Number SA # 006347-000

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

- 3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases
- 3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.
4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.
(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)
5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.
- 5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.
- 5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Terms & Conditions

Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and City of Pryor Creek Police Department ("Customer"), having a place of business at 214 S. Mill, Pryor Creek, OK 74361, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as

underlined: "1.2.3". A "Product Release" is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software

may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law,

IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt

Customer: City of Pryor Creek Police Department
Attn: James Willyard
214 S. Mill
Pryor Creek, OK 74361
Phone: 718-825-1212

Seller: Idemia Identity & Security USA LLC
Attn: Maintenance Agreements
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Phone: (714)238-2000 Fax: (714)632-2158

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without IDEMIA's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or

oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.



November 12, 2020

Mayor Larry Lees
City of Pryor Creek
12 N Rowe, Suite B
Pryor, OK 74361

RE: Design Services for Pryor Recreation Center Master Plan

Dear Mayor Lees:

I appreciate the opportunity to submit this proposal for your consideration for design services for the Pryor Recreation Center Master Plan. We can provide these services in the high quality that the City of Pryor would expect. I propose the following scope of services and fee schedule for your consideration.

SCOPE OF SERVICES

1. **Conceptual Master Plan**

Working from base survey information provided by the City of Pryor or its City Engineer, we will prepare a master plan as outlined in the following items:

- A) Prepare an overall site master plan fully developing the site with outdoor recreation amenities that serve the existing Pryor Recreation Center and that meets the full vision of the City. We understand that the Recreation Center does have funding available for a phase I project, however, the specific scope and programming elements have not yet been identified. It is the intent that the master plan be created first so that a Phase I scope and fees may be identified. Remaining phases will be built out as more funding becomes available.
- B) PDG will prepare a conceptual master plan for the items that have been identified by the City, consisting of but not limited to:
 - a. Paved BMX tract with possible expansion of existing track area
 - b. Stock the existing pond with fish and add a new handicap accessible fishing dock.
 - c. A paved walking trail/track
 - d. Outdoor exercise equipment
 - e. Small children's playground
 - f. Outdoor gathering/patio space with shade structures for rental around the pool area
 - g. Pavilions/shade structures
 - h. Cornhole boards (3 minimum)
 - i. Landscaping
 - j. Perimeter fencing
 - k. Lighting
 - l. Identify areas for stormwater detention and drainage improvements
 - m. Service drive access and location

2. Final Master Plan

Following owner's review and input of conceptual master plan phase, we will prepare the final master plan incorporating into the plans any revisions requested by the City. The following outlines activities within this phase:

- A) Refine items from the Conceptual Master Planning phase, incorporating owner's comments and input.
- B) Refine final Master Plan design utilizing AutoCAD computer system. The final plan will be completed allowing smooth interaction with other consultants for the development of construction documents.
- C) The final development plan will consist of a colored rendering to be used for any formal presentations and/or promotional uses.

3. Basic Compensation

To execute the scope of services as indicated above, the work will be performed for a lump sum of \$7,500.00.

Billings for services are sent out monthly for work in progress or at the completion of the project or a specified phase of work. Terms of payment are "Net 10 Days" from the date of the invoice. A finance charge may accrue on any invoice unpaid after the 30 days.

4. Reimbursable Expenses

Reimbursable expenses are in addition to the basic compensation Fee as set forth in Section 3 of this proposal. Reimbursable expenses include actual expenditures made by Planning Design Group required by the project as follows:

- A) Prints, computer plots, copies and other reproductions (excluding copies for office use), all expendable supplies, photography requested by the owner.
- B) Any additional insurance coverage or limits, including professional liability insurance in excess of the landscape architects current limit. Current limits are as follows:
 - 1) Comprehensive Business Liability: \$1,000,000. limit.
 - 2) Worker's Compensation: \$100,000/500,000/100,000 limit.
 - 3) Professional Liability: \$1,000,000 limit.

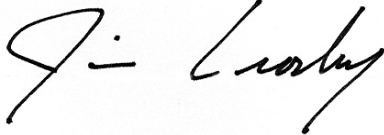
5. Additional Services

Any services requested which are not included under the basic scope of service in this proposal will be billed based on hourly rates or can be quoted as a lump sum upon request. All additional fees will be approved in advance by the owner. Phase I and subsequent cost estimating, detail site design, and construction documentation will take place under a separate contract once the Master Planning has been completed.

We look forward to the opportunity of working with you and making this a project the City of Pryor can be proud of for generations to come.

Sincerely,

PLANNING DESIGN GROUP



Jim Crosby
Principal

The above is an acceptable procedure and Planning Design Group is hereby authorized to proceed as outlined herein.

Owners Approval

By _____ Date _____
Signature and Title